

**CITY OF FARMINGTON  
CITY COUNCIL WORK SESSION AGENDA  
December 20, 2016 – 9:00 a.m.**

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**DEPARTMENT HEAD REPORTS**

1. Employee of the Month Program award (Employee Council President Kathy Farley)
2. Sub-Grant Agreement No. 16-JAG-REG2-SFY17 between the City and the New Mexico Department of Public Safety for funding not to exceed \$150,123 from the 2016 Edward Byrne Memorial Justice Assistance Grant Program for the Region II Narcotics Task Force (Kevin Burns) ----- 1

Action Requested of Council:

Approve the sub-grant agreement.

Background/Rationale:

The Region II Narcotics Task Force is multi-jurisdictional, multi-agency narcotics enforcement within San Juan County. The focus of the task force is all narcotics-related crimes, including sales and abuse on local, state, national and international levels.

Funding obtained through this sub-grant agreement (term to September 30, 2017) will primarily be utilized to focus on identifying, prosecuting and dismantling criminal drug trafficking organizations. This fundamental monetary support provides agents with the ability to conduct traditional investigations such as controlled purchases through confidential informants as well as develop intelligence from cell phones, bank records, social media and other electronic databases to take down sophisticated drug traffickers. Supervisors and agents will continue to train local law enforcement officers at the academy level, patrol briefings and citizen academies in this area to advance the knowledge of line officers and citizens about narcotic-related trends such as the rising dangers of Fentanyl and the increase of Heroin overdoses. In addition, supervisors will continue to attend and be actively involved in community meetings and drug court committee meetings as stakeholders in narcotics-related issues that face this area.

Staff Recommendation:

Approve the sub-grant agreement.

Instructions upon Approval:

The approved sub-grant agreement will be submitted to the Grants Management Bureau.

3. Update on the Joint Intervention Program (JIP) (Laura Ann Crawford, Presbyterian Medical Services)

Action Requested of Council:

Information only.

4. Contract Amendment between the City and the Salvation Army for operation of The Roof winter shelter (Julie Baird)-----2

Action Requested of Council:

Approve the proposed Contract Amendment.

Background/Rationale:

The contract amendment has two parts; one for a cost increase to the original scope of services for operation of The Roof and one for a change of scope with associated costs.

The Salvation Army has been the contract operator of The Roof since 2002. The contract amount is \$57,000 for the five-month operating season from November through March. There has not been an increase to this contract since 2002. The Salvation Army is requesting an increase of \$19,309 (\$3,861.80 monthly), bringing the annual total cost to \$76,309.

The City of Farmington is requesting a change of scope for additional transportation services to include the Sobering Center and San Juan Regional Medical Center in addition to The Roof. This additional service is estimated not to exceed \$54,433.72. Due to the contract increase and the change of scope, a new RFP process will be completed in July before the FY18 shelter season.

Staff Recommendation:

Approve the Contract Amendment.

Budgetary Impact:

Cost of original scope of service increase: \$19,309

Cost for additional scope of services: not to exceed \$54,433.72

5. Consideration of Resolution No. 2016-1614 approving the second revision to the FY17 Budget and requesting State approval (Andy Mason) -----3

Action Requested of Council:

Adopt Resolution No. 2016-1614.

Background/Rationale:

The attached resolution, budget adjustment and recap sheet detail the various revenue and expense accounts requiring adjustment.

Staff Recommendation:

Adopt Resolution No. 2016-1614.

Instructions upon Approval:

The budget adjustment will be submitted to the State Department of Finance and Administration for review and approval.

Budgetary Impact:

Budget Adjustment #2 reflects all necessary revenue and expense budget adjustments.

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**COUNCIL BUSINESS**

6. Reappointments to the Airport Advisory Commission and Oil & Gas Advisory Commission; appointment to the Northwest New Mexico Seniors Board of Directors; and appointments and reappointments to the Electrical Code Advisory Committee (Mayor)

**AGENDA ITEM SUPPORT MATERIALS ARE AVAILABLE FOR INSPECTION AND/OR PURCHASE AT THE OFFICE OF THE CITY CLERK, 800 MUNICIPAL DRIVE, FARMINGTON, NEW MEXICO.**

**ATTENTION PERSONS WITH DISABILITIES: The meeting room and facilities are fully accessible to persons with mobility disabilities. If you plan to attend the meeting and will need an auxiliary aid or service, please contact the City Clerk's Office at 599-1106 or 599-1101 prior to the meeting so that arrangements can be made.**

**Sub-Recipient Name:** City of Farmington  
**Award Amount:** \$150,123.00  
**Grant Term:** October 1, 2016 –  
September 30, 2017

**Sub-Grantee Agreement Number:** 16-JAG-REG2-SFY17  
**Sub-Recipient DUNS number:** 08-037-6346

**2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Award**

This Agreement made effective October 1, 2016, 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 **City of Farmington**, serving as the Fiscal/Fiduciary Agency on behalf of **Region II Narcotics 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. 114-113, Consolidated Appropriation Act, 2016](#), and [NMSA 1978 Section 9-19-6](#); and

**WHEREAS**, The Edward Byrne Memorial Justice Assistance Grant (JAG) Program ([42 U.S.C. 3751\(a\)](#)) (See also [Circular No. A-133 \(O.M.B\)](#)) 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 submits the close out of 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 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, law enforcement overtime, equipment, supplies, contractual support, and information systems for criminal justice. The award shall not be used for research and development. The funding for the 2016 JAG award is as follows:

**Federal Award Identification Number:** 2016-DJ-BX-0443

**Award Date:** September 14, 2016

**Amount Awarded:** \$1,649,109

**Total Sub-Recipient Pass through:** \$724,288.62

**Federal Award Identification Number:** 107000275

### **SECTION TWO: SCOPE OF WORK**

1. The Sub-Grantee agrees that it shall implement its program as detailed in their submitted 2016 Edward Byrne Justice Assistance Sub-grant (JAG) Program Application (attached and incorporated herein as Attachment A). Specifically, the Sub-Grantee shall use grant funds to achieve the following goals and objectives:
  - **Reduce the flow and availability of illegal narcotics in San Juan County**
    - Utilize patrol contacts, undercover agents and confidential informants to investigate and infiltrate criminal organizations and disrupt and dismantle their ability to conduct business.
  - **Enforcement and Intelligence Sharing**
    - Continue cooperation with local, regional, state and federal law enforcement entities to maximize the effectiveness of narcotics investigations and enforcement.
  - **Prevention, Treatment and Community Involvement**
    - Continue stakeholder involvement in community impact meetings that provide positive outcomes for narcotic offenders.
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.
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).
4. The Sub-Grantee agrees to provide all the necessary qualified personnel, materials, and facilities to implement the program described herein.

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

1. This Agreement shall become effective October 1, 2016, and shall terminate on September 30, 2017.

2. The Bureau shall evaluate the Sub-Grantee's program's progress to determine if the Sub-Grantee is on track to expend funds by the end of the Agreement period. Spending reviews will occur at mid-year and after the third quarter. If it appears funds will not be fully spent by the end of the Agreement period, the Bureau, working with the Sub-Grantee, may amend the Agreement's budget to revert funds prior to the end of the Agreement period in order to make the funds available for other program needs.
  - a. If the Bureau and the Sub-Grantee cannot come to an agreement on a reversion, Sub-Grantees may petition the Drug Enforcement Advisory Council (DEAC) 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 DEAC Chairman for disposition.
  - c. In all cases, the DEAC Chairman has the final authority in determining if the reversion shall occur.
3. The Bureau reserves the right to conduct periodic on-site monitoring visits upon reasonable notice to the Sub-Grantee prior to each visit. Further, the Sub-Grantee 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.
4. Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Sub-Grantee or its Sub-Grantee(s) with Agreement funds, will be governed by the provisions of NMAC 2.20.1 and 45 CFR 74.34 or 45 CFR 92.32, as applicable.
5. 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 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.
2. Include the Agreement Number on all correspondence and submittals to the Bureau.
3. Adhere to the fiscal guidelines outlined in the current Office of Justice Programs (OJP) Financial Guide, The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP). For this 2016 award, the Part 200 Uniform Requirements, which were first adopted by DOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.
4. The program shall commence and be 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.

5. Mandatory submission of any program-related contracts, subcontracts, agreements, and subsequent amendments, whether partially or fully funded by these funds, must be submitted to the Bureau for review and approval prior to execution.
6. Provide the Bureau, for its review, the Sub-Grantees overtime policy prior any overtime being reimbursed, as well as the overtime policy for all participating agency(s), if applicable.
7. Pay all expenditures made by Sub-Grantee in completion of this Agreement up front. The Bureau will reimburse for all allowable expenditures after receiving a Request for Reimbursement (RFR).
8. 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 Sub-Grant Agreement.
9. 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 Sub-Grantee, contractor, and/or sub-contractor.
10. Understand and agree that the Bureau, DOJ, and the OIG are authorized to interview any officer or employee of the Sub-Grantee (or of any contractor and/or sub-contractor) regarding transactions related to this award.
11. Have both fiscal and programmatic personnel attend trainings when provided by the Bureau.
12. The Sub-Grantee 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 Sub-Grantee describing programs funded in whole or in part by this agreement. 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.
13. Have a representative attend Drug Enforcement Advisory Council (DEAC) meetings and provide a report on program progress.
14. Submit minutes from quarterly Sub-Grantee Board meetings.

#### **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 **\$150,123.00**.

2. **All payments shall be made on an actual cost reimbursement basis.** The Sub-Grantee shall submit a completed Request for Reimbursement Form along with all appropriate supporting documentation.
  - a. Request for Reimbursement (RFR) forms (found at <http://www.dps.state.nm.us/index.php/grants-management/>) shall be submitted to the Bureau for review and approval no later than fifteen (15) days after the end of each month.
  - 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 Agreement. Failure by the Sub-Grantee 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 Sub-Grantee's ability to obtain funding in the future. Sub-Grantees will have a thirty (30 day) liquidation period upon the termination of this agreement.
3. If no expenditures were made during the prior month, an RFR with a zero-expenditure report must be submitted.
4. Reimbursement of travel expenses, if applicable, will be governed by the New Mexico State Per Diem and Mileage Act (10-8-1 through 10-8-8 NMSA 1978).
5. Any funds remaining at the end of the grant term must be reverted to the New Mexico Department of Public Safety.
6. No 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.
7. No matching requirement exists for this program.

## **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. Consistent with DOJ's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, Sub-Grantees must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website ([www.bjaperformancetools.org](http://www.bjaperformancetools.org)). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

PMT Progress Reports shall be submitted to the Bureau through PMT for review and approval no later than fifteen (15) days after the end of each calendar quarter. The quarterly schedule is as follows:

- Quarter 1: October 1<sup>st</sup> – December 31<sup>st</sup>, Progress Report due January 15<sup>th</sup>
  - Quarter 2: January 1<sup>st</sup> – March 31<sup>st</sup>, Progress Report due April 15<sup>th</sup>
  - Quarter 3: April 1<sup>st</sup> – June 30<sup>th</sup>, Progress Report due July 15<sup>th</sup>
  - Quarter 4: July 1<sup>st</sup> - September 30<sup>th</sup>, Progress Report due October 15<sup>th</sup>
2. All Sub-Grantees shall submit a written closeout report outlining all accomplishments, measurement of the goals and objectives submitted in the grant application, challenges encountered, lessons learned, and barriers to successful implementation or completion of this program within thirty (30) days of the termination date of this agreement.

3. 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**

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. The Bureau may suspend funding in whole or in part, terminate funding, or impose other sanctions on the Sub-Grantee for the following reasons:
  - a. Failing to comply 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
  - b. Failing to make satisfactory progress toward the goals, objectives, or strategies set forth in the Sub-Grantee's Application
  - c. Failing to adhere to the requirements in this Agreement
  - d. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding
  - e. Failing to submit reports required by Section Six or
  - f. Filing a false certification with the application, this Agreement, 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.

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 EIGHT: SUB-GRANTEE CERTIFICATIONS AND CONDITIONS**

As a requirement in accepting this award, all Sub-Grantees 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 the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), 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 2016 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200Uniform.Requirements.htm>.

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 recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The Sub-recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. All sub-awards ("sub-grants") must have specific federal authorization

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

The details of the requirement for authorization of any sub-award are posted on the OJP web site at <http://ojp.gov/funding/Explore/Subaward/Authorization.htm> (Award condition: Award Condition: All sub-awards ("sub-grants") must have specific federal authorization), and are incorporated by reference here.

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

The Sub-Grantee, 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 recipients, sub-recipients ("Sub-Grantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any sub-recipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and sub-recipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

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

No Sub-Grantee under this award, or entity that receives a 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 sub-recipient -- represents that it neither requires nor has required internal confidentiality agreements or statements from employee 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. 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 agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
6. Requirements related to System for Award Management and Unique Entity Identifiers
7. If the recipient does or is authorized to make sub-awards or contracts under this award – it represents that –
  - a. it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a sub-award, contract, or subcontract) 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 it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
8. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The Sub-recipient 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 recipient 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 DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

9. The Sub-Grantee agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned must be accounted for and used for the purposes of funds provided under this award, including such use being consistent with the conditions of the award, the effective edition of the OJP Financial Guide and, as applicable in the 2 C.F.R. Part 200.80 Program income. Program income means gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance. Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts, and interest earned on any of them. Further, the use of program income must be reported on the Request for Reimbursement forms, and tracked appropriately.
  10. The Sub-Grantee agrees that within 120 days of award acceptance, each current 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 on line (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. 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)). 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. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. 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)).

11. De-confliction - Sub-Grantee shall participate in the case and subject de-confliction process through the New Mexico High Intensity Drug Trafficking Area (HIDTA)/New Mexico Investigative Support Center (NMISC).
12. GangNet© - Sub-Grantee shall utilize GangNet© and abide by all conditions set forth in the New Mexico Gang Task Force GangNet© Operating Policies and Procedures.
13. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the Sub-Grantee at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (A Sub-Grantee may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

14. The Sub-Grantee agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with the Bureau, BJA, and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The Sub-Grantee agrees to provide to the Bureau, BJA, and OCFO all documentation necessary to complete monitoring tasks. Further, the Sub-Grantee agrees to abide by reasonable deadlines set by the Bureau, BJA, and OCFO for providing the requested documents. Failure to cooperate with the Bureau's/BJA's/OCFO's grant monitoring activities may result in sanctions affecting the Sub-Grantee's GMB awards, including, but not limited to: withholdings and/or other restrictions on the Sub-Grantees access to grant funds, referral to the Office of the Inspector General for audit review, designation of the Sub-Grantee as a Bureau or DOJ High Risk grantee, or termination of an award(s).
15. Ensure Access to Federally Assisted Programs

Federal laws that apply to Sub-Grantees of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits Sub-Grantees from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The Office for Civil Rights (OCR) and the Office on Violence Against Women (OVW) have developed answers to some frequently asked questions about this provision to

assist Sub-Grantees funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

16. 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). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). 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>.

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

Sub-recipients 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.

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

The recipient, and any sub-recipient ("Sub-Grantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

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 also sets out rules and requirements that pertain to recipient and sub-recipient ("Sub-Grantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and sub-recipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter I, Part 38, under e-CFR "current" data.

19. Lobbying Restrictions

The Sub-Grantee understands and agrees that federal funds may not be used by the Sub-Grantee, 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.

Should any question arise as to whether a particular use of Federal funds by a sub-recipient would or might fall within the scope of this prohibition, the sub-recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

20. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The Sub-recipient 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, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

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

#### 21. Ensure Equal Treatment for Faith-Based Organizations

22. The Sub-Grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Sub-Grantees may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a Sub-Grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See [http://www.ojp.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.gov/about/ocr/equal_fbo.htm).

The Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to New Mexico Department of Public Safety EEOP Officer.

#### 23. 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.

#### 24. Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for Sub-Grantees on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at [http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction\\_Advisory.pdf](http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf). Sub-Grantees should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, Sub-Grantees should consult local counsel in reviewing their employment practices. If warranted, Sub-Grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs).

#### 25. Comply with the Safe Streets Act

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, and must meet two obligations:

- (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and
- (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

In the event a finding of discrimination against the 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.

#### 26. Meeting the EEO Requirement

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEO requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEO Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEO Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/ecop.htm>. In addition, your

organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at

<http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202)307-0690, by TTY at (202) 307-2027, or by e-mail at [EEOSubmission@usdoj.gov](mailto:EEOSubmission@usdoj.gov).

27. Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR, with a copy to the Bureau.

28. Neither indirect cost rate (ICR) nor administrative costs are authorized under this Sub-Grantee agreement and will not be reimbursed.
29. 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 Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
30. All funds awarded under this Sub-grant Agreement must be used in accordance with all state and federal statutes, regulations, and the terms and conditions of the federal award.
31. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with applicable Federal and State law, and with Federal procurement standards specified in regulations governing Federal awards to non-Federal entities. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition. Noncompetitive (e.g., sole source) procurements by the award recipient in excess of the Simplified Acquisition Threshold (currently \$150,000) set out in the Federal Acquisition Regulation must receive prior approval from the awarding agency, and must otherwise comply with rules governing such procurements found in the current edition of the OJP Financial Guide.

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

<http://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 \$150,000)), and are incorporated by reference here.

32. The recipient must collect, maintain, and provide to OJP, data that measure 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 OJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.
33. 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

And:

New Mexico Department of Public Safety  
Grants Management Bureau  
4491 Cerrillos Rd.  
PO BOX 1628  
Santa Fe, NM 87504-1628  
[DPS.GMS@state.nm.us](mailto:DPS.GMS@state.nm.us)

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

34. 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.
35. 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.
36. 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-Grantee is a high-risk grantee.
37. 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 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 BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
38. 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.
39. The Sub-Grantee agrees that any information 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.

40. 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>.
41. 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.
42. 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 for research or statistical projects under which information identifiable to a private person will be collected. Sub-Grantee further agrees, as a condition of grant approval to submit a Privacy Certification (attached and incorporated herein as Certification 2) that is in accord with requirements of 28 C.F.R. Part 22, and in particular, section 22.23.
43. 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.
- 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.

44. If Sub-recipients use JAG funds to purchase vests for an agency, they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.

The recipient agrees to submit a signed certification that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any sub-recipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

45. The Sub-Grantee agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon the Bureau's request.
46. The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

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

This special 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).

47. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and Sub-Grantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
48. The Sub-Grantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide Conference Cost Chapter.

Information on the pertinent DOJ definition of conferences and rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of “Postaward Requirements” in the “2015 DOJ Grants Financial Guide”).

49. The Sub-Grantee understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Sub-Grantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
50. The Sub-Grantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds 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 being provided under this award, the Sub-Grantee will promptly notify, in writing, the Bureau grant manager for this award, and, if so requested by the Bureau and/or OJP, seek a budget-modification or change-of-project-scope grant adjustment to eliminate any inappropriate duplication of funding.
51. The Sub-Grantee understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
52. The Sub-Grantee understands and agrees that (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
53. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Sub-Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [http://www.it.ojp.gov/gsp\\_grantcondition](http://www.it.ojp.gov/gsp_grantcondition). Sub-Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
54. The Bureau and BJA strongly encourage Sub-Grantees to submit annual (or more frequent) JAG success stories. To submit a success story, send it to the Bureau for submission to BJA. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.
55. Recipient understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.
56. Recipient understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to

request approval for purchase or acquisitions may be accessed here:

<https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.

57. The Sub-recipient understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the recipient agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.
58. Recipient understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of
- a. any federally-acquired Controlled Equipment in the agency's inventory, and
  - b. any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here:  
[https://www.whitehouse.gov/sites/default/files/docs/le\\_equipment\\_wg\\_final\\_report\\_final.pdf](https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf).
59. Sub-recipient understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in prohibition from further Controlled Expenditure approval under this or other federal awards.
60. Recipient understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:
- a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.
  - b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
  - c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

Recipient further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.

61. Recipient understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.

- Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

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

- 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, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 3.19.
- Sub-Grantee agrees to submit to the Bureau the Corrective Action Plan from the audit report when there are findings and recommendations disclosed in the audit report which may affect the fiscal and/or programmatic management of this grant.

**SECTION TEN: AMENDMENTS, MODIFICATIONS, AND SEVERABILITY**

- Amendments may be submitted by the Sub-Grantee to request corrections for any programmatic, personnel, or financial changes associated with this Agreement. The format for Amendment requests can be found here: <http://www.dps.state.nm.us/index.php/grants-management/>.
- 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.
- The Bureau, by written notice, has the right to deny any amendment or budget modification request.
- 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.

**SECTION ELEVEN: GRANT REPRESENTATIVES**

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

**FEDERAL AWARDING AGENCY**

Office of Justice Programs	Melanie Davis
807 7 <sup>th</sup> Street NW	State Policy Advisor
Washington, DC 20531	
Telephone: (202)307-0690	Telephone: (202) 305-7944
Email: askOCR@usdoj.gov	Email: Melanie.davis@ojp.usdoj.gov

**STATE ADMINISTERING AGENCY**

Department of Public Safety	Sheila McDonald, Management Analyst
4491 Cerrillos Rd.	4491 Cerrillos Rd.
Santa Fe, New Mexico 87504	Santa Fe, New Mexico 87504
	Telephone: (505)827-9115

**SUB-GRANTEE REPRESENTATIVES**

Brooke Quintana, Controller	Kevin Burns
Farmington, NM 87401	Farmington, NM 87401
Telephone: (505)599-1210	Telephone: (505)566-2222
Email: bquintana@fmtn.org	Email: burnsk@sjcounty.net

**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 are 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: 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: STATUS OF SUB-GRANTEE**

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

**SECTION FIFTEEN: LIABILITY AND NEW MEXICO TORT CLAIMS ACT**

The Sub-Grantee 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 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 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 Agreement apart from that set forth in the New Mexico Tort Claims Act.

**SECTION SIXTEEN: SEVERABILITY**

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

**SECTION SEVENTEEN: WAIVER**

The Bureau or Sub-Grantee'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 EIGHTEEN: FORMS**

Forms necessary to carry out the administration of the grant as outlined in this Agreement can be found at <http://www.dps.state.nm.us/index.php/grants-management/>.

**SECTION NINETEEN: ATTACHMENTS AND CERTIFICATIONS**

1. Attachments listed below are incorporated into and made part of this Agreement.
  - a. Sub-Grantee's Application (Attachment A)
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 Agreement upon execution.
  - a. Certification of Compliance with Civil Right Regulations (Certification 1)
  - b. Privacy Certification (Certification 2)
  - c. Certified Assurances including Uniform Crime Reporting and Supplanting (Certification 3)

**SECTION TWENTY: GRANT CLOSEOUT**

1. The Sub-Grantee 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 Sub-Grantee must take to complete this process at the end of the period of performance.
  - a. The Sub-Grantee 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. DPS may approve extensions when requested by the Sub-Grantee and will be determined on a case by case basis.
  - b. DPS will reimburse allowable expenditures under the sub-grant agreement prior to the award being closed out.
  - c. The Sub-Grantee 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.

**SIGN  
HERE**

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



**SUB-GRANTEE:**

By: \_\_\_\_\_  
Signature of Certifying Official

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

By: \_\_\_\_\_  
Program Agency Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

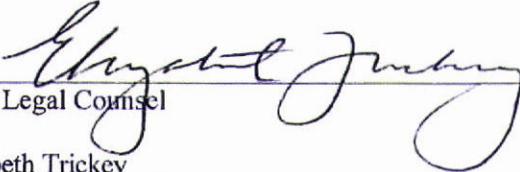
**DEPARTMENT OF PUBLIC SAFETY:**

By: \_\_\_\_\_  
Signature of New Mexico Department of Public Safety  
Cabinet Secretary/Awarding Official

Date: \_\_\_\_\_

Scott Weaver  
\_\_\_\_\_  
Printed Name

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

By:   
Chief Legal Counsel  
\_\_\_\_\_  
Elizabeth Trickey  
Printed Name

Date: 12-2-16

# CERTIFICATION FORM

## Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name:	
Address:	
Is agency a: <input type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No
DUNS Number:	Vendor Number (only if direct recipient)
Name and Title of Contact Person:	
Telephone Number:	E-Mail Address:

### Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe            | <input type="checkbox"/> Medical Institution.                            |
| <input type="checkbox"/> Nonprofit Organization     | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, \_\_\_\_\_ [responsible

official], certify that

[recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.

I further certify that \_\_\_\_\_ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

*If recipient sub-grants a single award over \$500,000, in addition, please complete Section D*

Print or Type Name and Title

Signature

Date

### Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, \_\_\_\_\_ [responsible official], certify that \_\_\_\_\_ [recipient],

which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

\_\_\_\_\_  
[organization].

\_\_\_\_\_  
[address].

### Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, \_\_\_\_\_ [responsible official], certify that

[recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on

[date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

*If recipient sub-grants a single award over \$500,000, in addition, please complete Section D*

Print or Type Name and Title

Signature

Date



## INSTRUCTIONS

### Completing the Certification Form

### Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). *See* 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

**Recipients should complete *either* Section A *or* Section B *or* Section C, not all three. If recipient completes Section A *or* C and sub-grants a single award over \$500,000, in addition, please complete Section D.**

#### Section A

The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; *or* it received an award under \$25,000; *or* it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

#### Section B

Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; *and* (2) have fifty or more employees; *and* (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

#### Section C

Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, *and* (2) have fifty or more employees, *and* (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, *submit to the OCR for review*, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

#### Section D

Recipients that (1) receive a single award over \$500,000; *and* (2) subaward a single award of \$500,000 or more must provide a list; including, name, address and DUNS # of each such sub-recipient by completing Section D.

#### Submission Process

Recipients should download the online Certification Form, complete required sections, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: [EEOPForms@usdoj.gov](mailto:EEOPForms@usdoj.gov). *The document must have the following title: EEOP Certification.* If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

OMB Approval No. 1121-0340 Expiration Date: 12/31/15

### **Public Reporting Burden Statement**

Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated minimum average time to complete and file this application is 20 minutes per form. If you have any comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Justice Programs, 810 7th Street, N.W., Washington, D.C. 20531.

**New Mexico Department of Public Safety  
Grants Management Bureau  
Fiscal Agent Certifications**

**PRIVACY CERTIFICATION**

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Sub-grantee, \_\_\_\_\_, certifies that data identifiable to a private person<sup>1</sup> will not be used or revealed, except as authorized in 28 CFR Part 22, §§22.21, 22.22.

Brief Description of Project (required by 28 CFR §22.23(b):

***Project is a law enforcement project. No data identifiable to a private person will be collected.***

Sub-grantee certifies that any private person from whom identifiable information is collected or obtained shall be notified, in accordance with 28 CFR §22.27, that such data will only be used or revealed for research or statistical purposes and that compliance with the request for information is not mandatory and participation in the project may be terminated at any time. In addition, Sub-grantee certifies that where findings in a project cannot, by virtue of sample size or uniqueness of subject, be expected to totally conceal the identity of an individual, such individual shall be so advised.

Procedures to notify subjects that such data will only be used or revealed for research or statistical purposes and that compliance with the request for information is not mandatory and participation in the project may be terminated at any time as required by 28 CFR §22.23(b)(4):

If notification of subjects is to be waived, pursuant to 28 CFR §22.27(c), please provide a justification:

***Not applicable since this is not a study collecting identifiable data.***

Sub-grantee certifies that project plans will be designed to preserve the confidentiality of private persons to whom information relates, including where appropriate, name-stripping, coding of data, or other similar procedures.

Procedures developed to preserve the confidentiality of personally identifiable information, as required by 28 CFR §22.23(b)(7):

***Not applicable since this is not a study collecting identifiable data.***

Sub-grantee certifies that, if applicable, a log will be maintained indicating that (1) identifiable data have been transferred to persons other than employees of NIJ, BJA, BJS, OJJDP, OVC, OJP, or Sub-

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<sup>1</sup> Information identifiable to a private person as defined in 28 CFR §22.2(e) as "information which either—(1) is labeled by name or other personal identifiers, or (2), can by virtue of sample size or other factors, be reasonably interpreted as referring to a particular person."

grantee/contractor/subcontractor staff; and (2) such data have been returned or that alternative arrangements have been agreed upon for future maintenance of such data, in accordance with 28 CFR §22.23(b)(6).

Justification for the collection and/or maintenance of any data in identifiable form, if applicable:

***Not applicable since this is not a study collecting identifiable data.***

Procedures for data storage, as required by 28 CFR §22.23(b)(5):

***Not applicable since this is not a study collecting identifiable data.***

Sub-grantee certifies that all contractors, subcontractors, and consultants requiring access to identifiable data will agree, through conditions in their subcontract or consultant agreement, to comply with the requirements of 28 CFR §22.24, regarding information transfer agreements. Sub-grantee also certifies that BJA and the Grants Management Bureau will be provided with copies of any and all transfer agreements before they are executed as well as the name and title of the individual(s) with the authority to transfer data.

Description of any institutional limitations or restrictions on the transfer of data in identifiable form, if applicable:

***Not applicable since this is not a study collecting identifiable data.***

Name and title of individual with the authority to transfer data:

***Not applicable since this is not a study collecting identifiable data.***

Sub-grantee certifies that access to the data will be limited to those employees having a need for such data and that such employees shall be advised of and agree in writing to comply with the regulations in 28 CFR Part 22.

Sub-grantee certifies that all project personnel, including subcontractors, have been advised of and have agreed, in writing, to comply with all procedures to protect privacy and the confidentiality of personally identifiable information.

Access to data is restricted to the following individuals, as required by 28 CFR §22.23(b)(2):

***Not applicable since this is not a study collecting identifiable data.***

Sub-grantee certifies that adequate precautions will be taken to ensure administrative and physical security of identifiable data and to preserve the confidentiality of the personally identifiable information.

Procedures to ensure the physical and administrative security of data, as required by 28 CFR §22.25(b), including, if applicable, a description of those procedures used to secure a name index :

***Not applicable since this is not a study collecting identifiable data.***

Procedures for the final disposition of data, as required by 28 CFR §22.25:

***Not applicable since this is not a study collecting identifiable data.***

Name and title of individual authorized to determine the final disposition of data:

***Not applicable since this is not a study collecting identifiable data.***

Sub-grantee certifies that copies of all questionnaires, informed consent forms and informed consent procedures designed for use in the project are attached to this Privacy Certificate.

Sub-grantee certifies that project findings and reports prepared for dissemination will not contain information which can reasonably be expected to be identifiable to a private person, except as authorized by 28 CFR §22.22.

Sub-grantee certifies that the procedures described above are correct and shall be carried out.

Sub-grantee certifies that the project will be conducted in accordance with all the requirements of the Omnibus Crime Control and Safe Streets Act of 1968 as amended and the regulations contained in 28 CFR Part 22.

Sub-grantee certifies that BJA and the Grants Management Bureau shall be notified of any material change in any of the information provided in this Privacy Certificate.

As the duly authorized representative of the Sub-grantee, I hereby certify that the Sub-grantee will comply with the above certifications.

\_\_\_\_\_  
Name of Sub-grantee / Fiscal Agent

\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
Title of Certifying Official

\_\_\_\_\_  
Printed Name of Certifying Official

\_\_\_\_\_  
Date

**New Mexico Department of Public Safety  
Grants Management Bureau  
Fiscal Agent Certifications**

**CERTIFIED ASSURANCES**

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The applicant hereby assures that, if an award is received under the 2016 JAG Program, the following requirements will be met:

**Drug-Free Workplace Requirements (State Agencies Only)**

The applicant certifies that it will provide a drug-free workplace for its employees in accordance with the Federal Anti-Drug Abuse Act of 1988 (Public Law 100-690). This certification is a material representation of the fact upon which reliance will be placed when the grantor agency determines to award a grant. False certification or violation of the certification shall be grounds for suspension of payment, suspension of termination of grants, or government wide suspension and debarment.

**Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

The applicant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**Disclosure of Lobbying Activities Requirements (Exception: Indian tribes, organizations, or agencies)**

The applicant certifies that no Federal appropriation funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal grant, and the extension continuation, renewal, amendment, or modification of any Federal grant

The applicant further certifies that it will provide a "Disclosure of Lobbying Activities" form if and when any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the JAG Program.

**Disclosure of Federal Participation Requirement (This applies only to sub-grantees that receive \$500,000 or more in the aggregate)**

The applicant agency certifies that when issuing statements, press releases, requests of proposal, bid solicitations, and other documents describing projects or programs funded in whole or part with Federal money, it shall clearly state: 1) the percentage of the total cost of the program or project which will be financed with Federal money, and 2) the dollar amount of Federal funds for the project or program.

**General Financial Requirements**

The applicant certifies that it will comply with the provisions of 28 CFR Part 66, Common Rule, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, and the Office of Management and Budget (OMB) Circulars applicable to financial assistance. These

Circulars must be followed along with additional information and guidance contained in the current edition of the Office of Justice Programs [Financial Guide](#).

**Audit Requirement**

The applicant agency certifies that if it expends \$500,000 or more in federal funding (from all sources, to include pass-through sub-awards) in its fiscal year, a single organizational audit must be conducted in accordance with the provisions of OMB Circular A-133. If the applicant does not expend \$500,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, these costs may not be charged to the grant.

**Confidential Funds Requirement (Law Enforcement Agencies Only)**

The applicant certifies that they have read, understand, and agree to abide by all the conditions for confidential funds set forth in the current edition of the Office of Justice Programs [Financial Guide](#). The applicant also certifies that if it receives grant funds that are used to conduct law enforcement undercover operations, it will develop and formalize specific policies and procedures to protect the confidentiality of the operations. These policies and procedures must be submitted to the grantor agency prior to expending any confidential funds.

**Civil Rights Requirement**

The applicant certifies that it will comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; Title II of the American with Disabilities Act of 1990, 42 USC 12131; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the Department of Justice Non-Discrimination Regulations, 28 CFR Part 25 and 42, Sub-parts C, D, E, and G; and Executive Order 11246, as amended by Executive Order 11375, and their implementing regulations, 41 CFR Part 60.1 et. Seq., as applicable to construction contracts.

This applicant further certifies that if a Federal or State court or administrative agency makes a finding of discrimination, it will immediately forward a copy of the findings to the grantor agency.

## UNIFORM CRIME REPORTING

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On behalf of the applicant, I, as the Certifying Official, certify that I have read, understand, and agree to abide by all the conditions set forth in New Mexico State Statute 29-3-11 Uniform Crime Reporting System, below. If funding is provided and DPS-GMB later finds that the applicant is not following these conditions, DPS-GMB may not reimburse further expenditures until reporting is caught up.

**29-3-11. Uniform crime reporting system established: duties of department.**

- A. The department of public safety shall develop, operate and maintain a uniform crime reporting system and shall be the central repository for the collection, storage, retrieval and analysis of crime incident and arrest reports generated by all law enforcement agencies in this state. The system shall be operational as of January 1, 2008.
  
- B. The department shall:
  - (1) compile statistical data and forward such data as required to the federal bureau of investigation or the appropriate department of justice agency in accordance with standards and procedures of the national system;
  - (2) provide forms, standards and procedures and related training to state and local law enforcement agencies as necessary for the agencies to report incident and arrest activity for inclusion in the statewide system;
  - (3) in conjunction with the New Mexico sentencing commission, annually publish a report on the nature and extent of crime in New Mexico and submit the report to the governor and to the legislature;
  - (4) maintain the privacy and security of information in accordance with applicable state and federal laws; and
  - (5) establish rules as necessary to implement the provisions of this section.
  
- C. Every law enforcement agency in the state shall:
  - (1) submit crime incident reports to the department of public safety on forms or in the format prescribed by the department;
  - (2) submit any other crime incident information as may be required by the department of public safety; and
  - (3) use the state uniform statutory charge codes for the automated fingerprint identification system and use uniform crime incident reporting as provided by the department for all incidents and arrests.
  
- D. The annual report and other statistical data reports generated by the department shall be made available to state and local law enforcement agencies and the general public.

## SUPLANTING CERTIFICATION

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On behalf of the applicant, I hereby certify that I understand that any Federal funds received as a result of this application must be used to supplement existing funds for program activities and must not supplant those funds that have been appropriated for the same purpose, as funds set forth in the current edition of the Office of Justice Programs Financial Guide. Further, supplanting shall be reviewed during the application process, post-award monitoring, and project close-out.

If the Grants Management Bureau believes, based upon factual data, that supplanting may have occurred, then the Sub-recipient shall be required to supply documentation demonstrating that the reduction of non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

Name of Applicant / Fiscal Agent

---

Signature of Certifying Official

---

Title of Certifying Official

---

Printed Name of Certifying Official

---

Date



**NEW MEXICO DEPARTMENT OF PUBLIC SAFETY**  
 POST OFFICE BOX 1628 • SANTA FE, NEW MEXICO 87504-1628



**SUSANA MARTINEZ**  
GOVERNOR

**PETE N. KASSETAS**  
CHIEF/ DEPUTY SECRETARY  
LAW ENFORCEMENT OPERATIONS

**OFFICE OF THE SECRETARY**  
505/ 827-3370

**ADMINISTRATIVE SERVICES**  
505/ 827-3332

**SCOTT WEAVER**  
CABINET SECRETARY

**AMY L. ORLANDO**  
DEPUTY SECRETARY  
STATEWIDE LAW ENFORCEMENT  
SERVICES AND SUPPORT  
GENERAL COUNSEL

**OFFICE OF THE CHIEF**  
**NEW MEXICO STATE POLICE**  
505/ 827-9219

**INFORMATION TECHNOLOGY**  
505/ 827-3413

**OFFICE OF THE DEPUTY SECRETARY**  
505/ 827-3367

**LAW ENFORCEMENT ACADEMY**  
505/ 827-9252

**CONFIDENTIAL FUNDS CERTIFICATION**

This is to certify that I have read, understand, and agree to abide by all the conditions for confidential funds as set forth in the effective edition of OJP's Financial Guide.

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
Project Director

Signature: \_\_\_\_\_  
Project Director

Grant No. \_\_\_\_\_



**CALEA**  
ACCREDITED LAW ENFORCEMENT AGENCY

DEPARTMENT OF PUBLIC SAFETY  
GRANTS MANAGEMENT BUREAU  
FY 2016 JAG PROGRAM APPLICATION

MIN. SERVICE

11/22/16 PM 1

TITLE PAGE

ITS: JMD/US: ...

Region II Narcotics Task Force

**SUB-GRANTEE (FIDUCIARY/FISCAL AGENT):**

City of Farmington  
800 Municipal Drive  
San Juan County, Farmington NM 87410

**LEAD AGENCY:**

City of Farmington, Region II Narcotics Task Force  
San Juan County, Farmington NM 87401

**PROGRAM PURPOSE AREA:**

Law Enforcement Program

**CERTIFICATION:**

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

Brooke Quintana  
Sub-Grantee Official's Name

*Brooke Quintana*  
Sub-Grantee Official's Signature

Controller  
Sub-grantee Official's Title

8/8/16  
Date

Kevin Burns  
Lead Agency Official's Name

*Kevin Burns*  
Lead Agency Official's Signature

Director  
Lead Agency Official's Title

8/12/16  
Date

**DEPARTMENT OF PUBLIC SAFETY  
GRANTS MANAGEMENT BUREAU  
FY 2016 JAG PROGRAM APPLICATION**

**COVER SHEET**

**Region II Narcotics Task Force**

**SUB-GRANTEE (FIDUCIARY/FISCAL AGENT):**

City of Farmington  
800 Municipal Drive  
San Juan County, Farmington NM 87410

**DUNS #**

08-037-6346

**LEAD AGENCY:**

City of Farmington, Region II Narcotics Task Force  
San Juan County, Farmington NM 87401

**COUNTY/COUNTIES SERVED:**

San Juan County

**CONGRESSIONAL DISTRICT:**

NM-003

**SUB-GRANTEE CONTACT:**

Brooke Quintana  
Title: Controller  
Phone: 505-599-1210  
Email: [bquintana@fmtn.org](mailto:bquintana@fmtn.org)

**LEAD AGENCY CONTACT:**

Kevin Burns  
Title: Director  
Phone: 505-566-2222  
Email: [burnsk@sjcounty.net](mailto:burnsk@sjcounty.net)

**PROGRAM PURPOSE AREA:**

**Law Enforcement Program**

**FFY 2014 JAG FUNDING REQUEST:**

\$ 165,962

**PARTICIPATING AGENCIES:** to be supported/demonstrated with letters of commitment, JPAs, MOUs ...

Farmington Police Department	San Juan County Sheriff's Office	Bloomfield Police Department
Aztec Police Department	11th Judicial District Attorney's Office	Homeland Security Investigations

DEPARTMENT OF PUBLIC SAFETY  
GRANTS MANAGEMENT BUREAU  
FY 2016 JAG PROGRAM APPLICATION

**GENERAL PROGRAM OVERVIEW**

**Region II Narcotics Task Force**

**PROGRAM DESCRIPTION:**

The Region II Narcotics Task Force is a multi-jurisdictional, multi agency narcotics enforcement effort within San Juan County New Mexico. The focus of the task force is all narcotics related crimes, addressing narcotics sales and abuse on a local, state, national and international levels. Illegal narcotics are widely known to be responsible for violent crime and property crimes. Region II Narcotics Task will use intelligence driven investigations to disrupt and dismantle and prosecute criminal organizations to reduce the flow of illegal narcotics into San Juan County.

**PROGRAM PROBLEM STATEMENT:**

San Juan County is located in the northwest corner of New Mexico. San Juan County is a 6 hour drive from Phoenix via I-40 and many northbound routes that allow access to San Juan County to include NM 491 at Gallup and NM 371 at Thoreau. I-25 leads directly from the Mexican Border at El Paso to San Juan County and is about a 7 hour trip. This proximity to the major source areas for illegal narcotics makes it easy for traffickers to obtain and transport their product to San Juan County. The cost of Methamphetamine is much lower than in years past making it appealing for people to travel to any of these areas and bring it back for resale. This problem is compounded by being located next to the Navajo Reservation which is a safe haven for traffickers as evidenced by previously completed investigations with federal counterparts. Methamphetamine continues to be the larger drug problem but the increase in heroin arrests and overdoses are also an increasing issue.

**PROGRAM PARTICIPANTS:**

QTY	TITLE/POS.	AGENCY	JAG FUNDED	FULL TIME	PART TIME
1	Director	San Juan County	NO	YES	NO
1	Administrative Assistant	Farmington Police	YES	YES	NO
1	Agent	Farmington Police	NO	YES	NO
1	Agent	Farmington Police	NO	YES	NO

**Funding under this application will allow the sub-grantee to:**

Funding will primarily be utilized to focus on identifying, prosecuting and dismantling criminal drug trafficking organizations. This fundamental financial support provides agents with the ability to conduct traditional investigations such as controlled purchases through confidential informants as well as develop intelligence from cell phones, bank records, social media and other electronic data bases to take down sophisticated drug traffickers. Supervisors and agents will continue to train local law enforcement officers at the academy level, patrol briefings and citizen academy's in this area to advance the knowledge of line officers and citizens about narcotic related trends such as the rising dangers of Fentanyl and the increase of Heroin overdoses. In addition, supervisors will continue to attend and be actively involved in community meetings and drug court committee meetings as stakeholders in narcotics related issues that face this area.

**If full funding is not achieved, the sub-grantee will make the following modifications to its program:**

Non essential travel, lower priority supplies and equipment will be cut in an effort to maintain the task force. Every effort will be made to continue the current level of investigations.

**Statement of Sustainment: If no funding is received, what plans are in place?**

Along with reducing travel, supplies and equipment, we will lean more heavily on other sources of grant funding and request more contributions from parent agencies. Operationally we would consider more buy/busts to retain/re-use CI funds. Take home cars may be suspended until it is deemed the fuel cost can be absorbed.

**DEPARTMENT OF PUBLIC SAFETY  
GRANTS MANAGEMENT BUREAU  
FY 2016 JAG PROGRAM APPLICATION**

**PRIOR YEARS' OUTCOMES (Attributable to JAG Funding)**

**Region II Narcotics Task Force**

**JAG ACTUAL OUTPUTS/OUTCOMES**

Enter Type of Measurement	2013	2014	2015	TOTAL	Average
Cash	262,871	29,457	0	292,328	97,443
Other Seizures	0	0	0	0	0
Firearms	57	122	26	205	68.33333333
<b>DRUG SEIZURES (Measurement)-If Applicable</b>					
	2013	2014	2015	TOTAL	Average
Cocaine (g)	72	119	109	300	100
Crack Cocaine (g)	0	0	0	0	0
Ecstasy (D.U.)	122	0	0	122	40.66666667
Hashish (g)	0	0	0	0	0
Heroin (g)	242	481	320	1043	347.6666667
Marijuana (g)	17975	110800	10440.77	139215.77	46405.25667
Marijuana (outdoor) (g)	0	0	0	0	0
Synthetic cannabis (e.g. K2, Spice) (g)	0	0	0	0	0
Methamphetamine (g)	13384	9280	10156.98	32820.98	10940.32667
Oxycontin (D.U.)	0	0	0	0	0
Prescription Drugs (D.U.)	3186	2231	1087.5	6504.5	2168.166667
Psilocybin (D.U.)	0	0	0	0	0
Psilocybin (g)	0	0	90.2	90.2	30.06666667
Other (Specify) 	0	0	0	0	0
<b>CLANDESTINE LABORATORY CASES-If Applicable</b>					
	2013	2014	2015	TOTAL	Average
Meth Labs Dismantled	0	0	0	0	0
Laboratory Dump Sites Seized	0	0	0	0	0
Chemical/Glassware/Equipment Seized	0	0	0	0	0

**DEPARTMENT OF PUBLIC SAFETY  
GRANTS MANAGEMENT BUREAU  
FY 2016 JAG PROGRAM APPLICATION**

**GOALS AND OBJECTIVES**

**Region II Narcotics Task Force**

<b>Goal 1.</b>	Reduce the flow and availability of illegal narcotics in San Juan County.		
<b>Objective:</b>	Utilize patrol contacts, undercover agents and confidential informants to investigate and infiltrate criminal organizations and disrupt and dismantle their ability to conduct business.		
<b>Expected Output / Outcome</b>	<b>Output/Outcome Measure</b>	<b>Questions:</b>	<b>2016 Expected Output/Outcomes</b>
Disrupt and/or Dismantle DTO's within San Juan County	1. Target Street Level (4) Drug Trafficking	Investigate Level 4 cases referred by local agencies	250
		Provide patrol level training related to street level interdiction and current narcotic trends	10
		Conduct combined operations utilizing local agencies and task force personnel	15
	2. Target Mid/High-level (1,2,3) drug trafficking	Conduct undercover operations	25
		Identify and refer cases for federal prosecution	20
		Disrupt and Dismantle DTO's	10

<b>Goal 2.</b>	Enforcement and Intelligence Sharing		
<b>Objective:</b>	Continue cooperation with local, regional, state and federal law enforcement entities to maximize the effectiveness of narcotics investigations and enforcement.		
<b>Expected Output / Outcome</b>	<b>Output/Outcome Measure</b>	<b>Questions:</b>	<b>2016 Expected Output/Outcomes</b>
Intelligence sharing, informational briefings and case involvement.	Local Law Enforcement: Continue patrol briefings on current trends, share target information with proactive interdiction officers	Intelligence sharing and case support to local agencies	30
	Regional Law Enforcement: Maintain networking contacts with Southwest Drug Task Force (La Plata County CO, Montzuma County CO)	Intelligence sharing event and provide assistance to Regional LE agencies	10

**DEPARTMENT OF PUBLIC SAFETY  
GRANTS MANAGEMENT BUREAU  
FY 2016 JAG PROGRAM APPLICATION**

**GOALS AND OBJECTIVES**

	State and Federal Enforcement and Local Reservation Police Departments: Continue briefing info sharing with FBI, Homeland Security, DEA, ATF and NMSP	Share intelligence and provide operational support to state and federal counterparts	10

<b>Goal 3.</b>	<b>Prevention, Treatment and Community Involvement</b>			
<b>Objective:</b>	<b>Continue stakeholder involvement in community impact meetings that provide positive outcomes for narcotic offenders.</b>			
<b>Expected Output / Outcome</b>	<b>Output/Outcome Measure</b>	<b>Questions:</b>	<b>2016 Expected Output/Outcomes</b>	
Maintain active membership and participation in community impact meetings and communication with criminal justice stakeholders	Continued involvement as member of Problem Solving/Drug Court	Help identify offenders who would benefit from treatment as opposed to incarceration.	40 Meetings	
	Continued involvement in San Juan Safe Communities Initiative	Continue attendance to keep citizen members informed on current status of seizures and adjudicated cases.		10
		Alert community through interviews and radio of National Drug Take Back Day sponsored by DEA		4
	Maintain communication with probation/parole and District Attorney's Office of issues affecting Region II	Meet with DA's office		20
		Speak with Probation and Parole		20

**DEPARTMENT OF PUBLIC SAFETY  
GRANTS MANAGEMENT BUREAU  
FY 2016 JAG PROGRAM APPLICATION**

**TIMELINE**

**Region II Narcotics Task Force**

Milestone	Oct '16	Nov	Dec	Jan '17	Feb	March	April	May	June	July	August	Sept '17
Level 4 DTO's Targeted, disrupted or dismantled												
Level 3,2, or 1 DTO's Targeted, disrupted or dismantled												
Narcotics Seizures												
Information shared/case support provided to local LE												
Information shared/case support provided to Regional LE												
Information shared/Case support provided to State/Federal LE												
Drug Court Attendance												
San Juan Safe Communities Initiative Attendance												
Meeting with Probation/Parole and DA's office												

**DEPARTMENT OF PUBLIC SAFETY**  
**GRANTS MANAGEMENT BUREAU (GMB)**  
**FY 2016 JAG PROGRAM APPLICATION**

**BUDGET DETAIL WORKSHEET**

**Region II Narcotics Task Force**

**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	Salary	Per	% of time	Yrs/Mo/PP/Hrs	Grant Funds
Administrative Assistant	\$ 3,310.00	Month	70.0%	12	\$ 27,804
Overtime- Fiscal Agents (Farmington Police Department- 4+ agents)	\$42.99	Hour	100.0%	582	\$ 25,000
On-Call Fiscal Agency Agents (Farmington Police Department-2+ agents)	\$28.66	Hour	100.0%	349	\$ 10,000
					\$ -

**1a. Sub-Total Personnel** \$ **62,804**

**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	Base	Rate	Grant Funds
Admin Assist. Fringe Benefits (FICA, Worker's comp., Health Insurance, Retirement)	\$18,198.00	70.00%	\$ 12,739
			\$ -

**1b. Sub-Total Fringe Benefits** \$ **12,739**

**Justification Personnel and Fringe Benefits:** Administrative assistant is responsible for preparing and maintaining reports, compiling and entering data for the office and operating and maintaining all office equipment. Overtime expenditures are a significant cost for the Task Force with the unpredictability of what any given operation will entail regarding hours worked. Agents are commonly required to continue working beyond their regularly scheduled work hours.

**Total 200 Category** \$ **75,543**

**2. 300 CATEGORY COSTS**

**2a. Contractual Services - 300** – For each contractor, enter the name, if known, service to be provided, hourly or daily fee, and estimated time on the project. Consultant fees in excess of \$650 per day or \$81.25 per hour require additional justification and prior approval.

Name of Contractor & Service Provided	Amount	Per	Quantity	Grant Funds
Overtime (San Juan County Sheriff's Department- 3 agents)	\$37.77	Hour	317.71	\$ 12,000
On-Call Contractual Agents (San Juan County Sheriff's Department- 2 agents)	\$27.02	Hour	185.04	\$ 5,000
Overtime (Bloomfield Police Department- 1 agent)	\$40.30	Hour	74.44	\$ 3,000
				\$ -

**2a. Sub-Total Contractual Services** \$ **20,000**

**Justification Contractual Services:** San Juan County Sheriff's personnel are responsible for conducting investigations (mostly long-term) in both the undercover and overt positions. Their services require them to be on-call to assist at a moments notice. These investigations are of narcotics related crimes throughout the county of San Juan.

**Total 300 Category** \$ **20,000**

**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".

Purpose	Location	Amount	Basis	Quantity	Grant Funds
					\$ -

**3a. Sub-Total Travel** \$ -

**Justification Travel:** HBS60 has prevented us from utilizing forfeiture money to attend training and we now are dependent on other funding sources to attend. This week long training will allow for officers to attend several different courses during the week that are all related to narcotics investigation. In addition to the line officer courses, there are many supervisor level classes. Some of the classes listed to be held are: Butane hash oil, cellphone investigations, critical issues involving informant operations, commander workshops, OMG investigations, and surviving warrant service. Attendance would allow officers to gain new perspectives on narcotics related issues from a reputable well established group.

**3b. Equipment - 400** – List non-expendable items that are to be purchased. Equipment is tangible property valued at \$1,500 or more OR having a useful life of more than one year, AND any Information Technology items (e.g., computers, tablets, printers, etc.). 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	Amount	Quantity	Grant Funds
			\$ -

**3b. Sub-Total Equipment** \$ -

**Justification Equipment:** Office chairs for agents & administrative staff, plus conference room chairs are in dire need of being replaced. Conference room chairs are used for briefing meetings, quarterly board meetings, audits, etc. Other chairs are used in conducting daily operations of the Region.

**3c. Supplies - 400** – List items by type (office supplies, postage, training materials, etc.) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Item	Amount	Per	Quantity	Grant Funds
Office Supplies (pens, clips, paper, etc.)	\$375.00	Months	12	\$ 4,500
Agent Supplies (memory sticks, evidence supplies, test kits,	\$375.00	Months	12	\$ 4,500
				\$ -

**3c. Sub-Total Supplies** \$ 9,000

**Justification Supplies:** Funds will be used to maintain day-to-day operational needs. Funds will purchase standard police supplies such as test kits, tactical clothing, evidence bags, phone air cards, recording supplies, etc.. In addition, standard office supplies and janitorial supplies will be purchased with these funds.

**3d. Confidential Funds - 400** – Confidential funds are those monies allocated to: **Purchase of Service (P/S)**, including efforts 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; and/or **Purchase of Information (P/I)**, including payments to an informant for specific information.

Description	Amount	Per	Quantity	Grant Funds
PS/PE/PI	\$2,083.33	Month	12	\$ 25,000
				\$ -

**3e. Sub-Total Confidential Funds** \$ 25,000

**Justification Confidential Funds:** Funds will be utilized on a as-needed basis. Confidential funds will be used in accordance with the Federal Office of Management and Budget Guidelines for the purchase of information, evidence and services associated with Region II Narcotics Enforcement investigations.

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.

Description	Amount	Per	Quantity	Grant Funds
Other Costs- Vehicle Maintenance/ Towing	\$881.67	Month	12	\$ 10,580
Other Costs- Documents destruction, drug testing, registration fees, cell phones	\$833.33	Month	12	\$ 10,000
<b>3f. Sub-Total Other Costs</b>				<b>\$ 20,580</b>

Justification Other Costs: These funds will be used to maintain day-to-day operating expenses including postage, telephone/cell phone service, document destruction, copier rental, registration/tuition fees, and annual software rentals. Vehicle maintenance funds would be used to maintain vehicles for fuel, fluids, oil, maintenance, servicing and general upkeep cost of Region II undercover vehicles. Window tinting could be performed on new vehicles. Drug testing is performed at the start of employment with the Task Force and then on a random basis for duration of employment.

<b>Total 400 Category</b>	<b>\$ 54,580</b>
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**BUDGET SUMMARY**

Budget Category	Grant Funds	Costs	Grant Funds Only
Personnel Services -200	\$ 62,804	\$ 62,804	42%
Fringe Benefits - 200	\$ 12,739	\$ 12,739	8%
<b>200- Category Total</b>	<b>\$ 75,543</b>	<b>\$ 75,543</b>	<b>50%</b>
Contractual Services - 300	\$ 20,000	\$ 20,000	13%
<b>300 - Category Total</b>	<b>\$ 20,000</b>	<b>\$ 20,000</b>	<b>13%</b>
Travel - 400	\$ -	\$ -	0%
Equipment - 400	\$ -	\$ -	0%
Supplies - 400	\$ 9,000	\$ 9,000	6%
Confidential Funds - 400	\$ 25,000	\$ 25,000	17%
Other Costs - 400	\$ 20,580	\$ 20,580	14%
<b>400 - Category Total</b>	<b>\$ 54,580</b>	<b>\$ 54,580</b>	<b>36%</b>
<b>Total Application Request</b>	<b>\$ 150,123</b>		<b>100%</b>

OTHER FUNDING SOURCES FOR PROGRAM:

HIDTA	OCDEF	OTHER	TOTAL
		Cash Contributions	
\$259,449	\$0	\$68,000	\$ 327,449.00

PROGRAM PARTICIPANTS:

QTY	TITLE/POS.	AGENCY	JAG FUNDED	FULL TIME	PART TIME
1	Adm. Assistant	Farmington Police	YES	YES	NO
4	Agents	Farmington Police	YES	YES	NO
3	Agents	SC Sheriff's Office	YES	YES	NO
1	Agents	Bloomfield Police	YES	YES	NO

**DEPARTMENT OF PUBLIC SAFETY  
GRANTS MANAGEMENT BUREAU (GMB)  
FY 2016 JAG PROGRAM APPLICATION**

**House Bill 560 (HB560) Effects to Operations**

**Please indicate in the box below the average amount your agency receives from Federal Asset Forfeiture in a fiscal year:**

\$	\$	50,000.00
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**Please describe how the changes to HB560 will effect you agency's operations in narrative form here:**

Region II Narcotics no longer receives state forfeiture money and federal interpretation also prevents them from participating through Federal Equitable Sharing program with local law enforcement. Now that we can no longer seize vehicles, we no longer have access to a pool of vehicles to choose from for the safety of our agents. Forfeiture money was the safety net for training as grants typically did not allow for that in the past. We have to hope training is brought here for us to keep up with the ever changing methods of trafficking and the constant need to train new agents. Forfeiture money also provided an alternate if there was a gap in grant funding for overtime. If there is no overtime money available we do not work overtime to prevent unnecessary burden on parent agencies. It goes without saying, drug dealers don't work 9-5 so we need to be available to work when they are in business. In summary, we are at a loss for vehicles in the future to rotate in and out for UC work. We are trying to bring narcotics related training to this area to reduce travel. And lastly, the lack of overtime will continue to be an issue moving forward.

ADMINISTRATION AND OPERATION OF A WINTER SHELTER "THE ROOF"  
SECOND AMENDMENT  
AGREEMENT #16-110585

This Second Amendment to the Administration and Operation of a Winter Shelter "The Roof" Agreement is made and entered into this 20th day of December, 2016 between the City of Farmington, a municipal corporation in San Juan County, New Mexico ("CITY"), and The Salvation Army ("CONTRACTOR")

The City Council of the City of Farmington, on the 20<sup>TH</sup> day of December, 2016, approved the amendment to the Administration and Operation of a Winter Shelter "The Roof" dated the 16<sup>th</sup> day of September, 2015, between the CITY and CONTRACTOR is amended to read as follows:

**ARTICLE 1**  
**BASIS OF COMPENSATION**

ADD 1.2 CITY agrees to pay the CONTRACTOR, an additional amount of \$3,861.83 per month from November 1, 2016 through March 31, 2017.

ADD 1.3 For the additional services as outlined in Article 3.2.4.4, the CITY agrees to compensate the CONTRACTOR for a cost not to exceed \$54,433.72.

**ARTICLE 3**  
**BASIC SERVICES**

ADD 3.2.4.4 Provide on-call transportation services, with two staff members, to transport individuals needing care between the Sobering Center at 1620 Ojo Court, Farmington, NM, San Juan Regional Medical Center at 801 West Maple, Farmington, NM and The Roof, sixteen (16) hours a day as needed from January 1, 2017 through March 31, 2017.

The CITY and CONTRACTOR agree that the Agreement is herein modified only as to the change(s) stated above. The remaining provisions of such Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on their behalves by their duly authorized representatives as of the date set forth above.

CITY OF FARMINGTON  
A Municipal Corporation

THE SALVATION ARMY

By: \_\_\_\_\_  
Title: Mayor

By: \_\_\_\_\_  
Duly Authorized Signature

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Printed Name)

(SEAL)  
ATTEST:

Title: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signer has read the document and affirms that it is true and complete and accurately represents the agreement of the parties.

APPROVED AS TO FORM:

NOTARY PUBLIC SIGNATURE  
(REQUIRED)

Krist Benson  
Chief Procurement Officer

State of New Mexico  
County of San Juan

Date: 12-16-16

Julie Baniel  
Department Head

(SEAL) \_\_\_\_\_  
Signature of notarial officer  
My commission expires: \_\_\_\_\_

Date: 12-16-16

Paul Howard  
Legal Department Approved to Form

Date: 12/15/16

RESOLUTION NO. 2016-1614

A RESOLUTION APPROVING THE SECOND REVISION TO THE FY2017  
BUDGET AND REQUESTING STATE APPROVAL

WHEREAS, the City Council of the City of Farmington hereby finds that it is necessary and proper to make this second revision to the City's FY2017 budget due to various revenue and expense budget adjustments; and

WHEREAS, revenue will be increased by \$17,582,852 for a total revenue budget of \$247,085,545 and expenditures will increase by \$18,133,494 for a total expenditure budget of \$274,587,660; and

WHEREAS, the City has sufficient financial resources to fund this revision; and

WHEREAS, it is necessary to submit these budget adjustments to the New Mexico Department of Finance and Administration for review and approval.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Farmington:

That the attached second revision to the City of Farmington's FY2017 Budget is hereby approved; and

That a copy of this Resolution and the approved budget revision shall be forwarded to the Department of Finance and Administration for state review and approval.

PASSED, SIGNED, APPROVED AND ADOPTED this 20th day of December, 2016.

\_\_\_\_\_  
Tommy Roberts, Mayor

SEAL

ATTEST:

\_\_\_\_\_  
Dianne Smylie, City Clerk

County/ Municipality:

CITY OF FARMINGTON

Department of Finance and Administration

Local Government Division

Budget Recapitulation

(CENTS ROUNDED TO NEAREST DOLLAR)

Entity Code 16121

Fiscal Year 2017

**FY2017 FINAL BUDGET**

(A) PROPERTY TAX CATEGORY	(B) ESTIMATED VALUATIONS	(C) OPERATING TAX RATE	(D) TOTAL PRODUCTION [C X D]	FOR LOCAL GOVERNMENT USE:
RESIDENTIAL	682,328,247	0.001426	973,000	
NON-RESIDENTIAL	380,521,027	0.002225	846,659	
OIL & GAS PRODUCTION	4,140,985	0.002225	9,214	
OIL & GAS EQUIPMENT	749,963	0.002225	1,669	
COPPER			-	
Collection Rate			97.00%	
TOTAL PRODUCTION			1,775,627	

**FY2017 BUDGET REVISION # 2**

(E) FUND TITLE	(F) FUND NUMBER	(G) UNAUDITED BEGINNING CASH BALANCE @ JULY 1	(H) BUDGETED REVENUES	(I) BUDGETED TRANSFERS	(J) BUDGETED EXPENDITURES	(K) ESTIMATED ENDING FUND CASH BALANCE	(L) LOCAL RESERVES UNAVAILABLE FOR BUDGETING	(M) ADJUSTED ENDING CASH RESERVES
General Fund	101	9,581,577	51,614,763	4,805,018	59,419,781	6,581,577	4,951,648	1,629,929
GRT-Streets	201	5,203,637	7,883,111	(68,275)	11,797,513	1,220,960		1,220,960
GRT-Parks	202	539,726	2,430,264		3,278,334	(308,344)		(308,344)
Parks Development Fees	211	330,549	8,000		75,000	263,549		263,549
Library Gifts and Grants	213	292,447	178,511		223,813	247,145		247,145
Parks/Rec Gifts and Grants	214	242,338	451,915		522,648	171,605		171,605
Museum Gifts and Grants	217	205,787	80,500		136,100	150,187		150,187
Red Apple Transit	221	(230,686)	1,105,746	432,540	1,538,286	(230,686)		(230,686)
General Gov'n't Grants	222	(154,801)	760,165	58,144	651,480	12,028		12,028
CDBG Grants	223	91,756	521,034	-	649,408	(36,618)		(36,618)
Lodgers Tax	230	323,474	1,285,500	-	1,376,491	232,483		232,483
Convention Center Fee	231	1,072,869	802,000	(579,215)	-	1,295,654		1,295,654
State Police Protection	240	-	108,650		108,650	-		-
Region II Narcotics	246	(25,779)	595,081	30,000	430,419	168,883		168,883
COPS Grant	248	90,139	201,854	86,579	388,433	(9,861)		(9,861)
Law Enforcement Block Grant	249	43,298	33,477		76,775	(0)		(0)
State Fire	250	120,902	664,679	(162,206)	623,375	0		0
Penalty Assessment	251	11,031	155,150		155,000	11,181		11,181
Public Works Capital Grants	401	539,746	5,789,766	962,537	6,640,460	651,589		651,589
General Governmental Bond Fund	402	-	5,843,000	-	5,843,000	-		-
General Gov'n't Fund 408	408	2,274,754	35,000	-	1,626,118	683,636		683,636
Airport Grants	409	27,169	168,778	8,002	168,483	35,466		35,466
MRA	411	1,362,769	8,000	-	340,000	1,030,769		1,030,769
Convention Center Capital Project	415	162,945	11,292,318	108,005	11,563,268	-		-
Sales Tax Bond Retirement	501	209,923	5,000	2,099,979	2,099,979	214,923		214,923
Electric Enterprise	601	63,743,120	101,797,377	(5,339,808)	105,572,941	54,627,748	17,724,088	36,903,660
Water Enterprise	602	14,087,659	20,037,123	(837,068)	24,173,683	9,114,031		9,114,031
Wastewater Enterprise	603	9,591,379	17,397,631	(404,232)	19,424,381	7,160,397		7,160,397
Sanitation Enterprise	604	2,652,247	6,036,152	(1,200,000)	5,952,426	1,535,973		1,535,973
Health Insurance	701	1,794,960	9,795,000	-	9,731,415	1,858,545		1,858,545
Page Total		114,184,938	247,085,545	-	274,587,660	86,682,823	22,675,736	64,007,086
Grand Total								

**FY2017 BUDGET REVISION # 2**

<b>DFA FUND</b>	<b>FUND</b>	<b>PROGRAM/PROJECT</b>	<b>DEPT./DIVISION</b>	<b>ACCOUNT #</b>	<b>REVENUE</b>	<b>EXPENDITURES</b>
1.	300	402	Energy Efficiency NMFA Loan Funding	402-0000-3xx-xx	5,843,000	
	300	402	Energy Efficiency NMFA Loan Bond Issuance Costs	402-3215-411.65-68		77,857
	300	402	Energy Efficiency Improvements	402-3215-411.xx-xx		5,765,143
			<b>Set up Energy Efficiency NMFA Loan.</b>		<b>5,843,000</b>	<b>5,843,000</b>
2.	300	415	Civic Center Remodel/Energy Efficiency NMFA Funding	415-0000-XX-XX	11,292,318	
	300	415	Civic Center NMFA Funding Bond Issuance Costs	415-3550-451.65-68		133,301
	300	415	Civic Center Remodel Construction	415-3550-451.70-60		9,982,159
	300	415	Civic Center Energy Efficiency Improvements	415-3550-451.xx-xx		1,176,858
	403	501	Debt Service Payment (Principal & Interest)	501-3045-411.xx-xx		471,210
	403	501	Transfer to Debt Service Fund	501-0000-391.xx-xx	471,210	
	299	231	Convention Center Fee Fund	231-3550-451.82-xx		471,210
	300	415	Demolition Daily Times Building	415-3550-451.70-70		6,930
	300	415	Transfer from Convention Center Fee Fund	415-0000-391.85-00	(155,827)	
	299	231	Transfer to Convention Center Fee Capital Project	231-3550-451.82-30		(155,827)
			<b>Set up Civic Center Remodel/Energy Efficiency NMFA Loan &amp; Finalize Daily Times Demolition. The debt service payment will be paid out of the Debt Service Fund.</b>		<b>11,607,701</b>	<b>12,085,841</b>
3.	299	213	GO Bond Revenue	213-0000-334.10-02	76,311	
	299	213	Audio Visual Equipment	213-1515-412.60-55		148,813
			<b>Adjust Budget to agree to actual GO Bond award amount funding an audio visual upgrade.</b>		<b>76,311</b>	<b>148,813</b>
4.	209	250	State Fire Fund- Additional Award	250-0000-334.10-15	55,840	
	209	250	State Fire Fund- Additional Award	250-4510-422.60-06		55,840
			<b>Additional Grant award-State Fire-computers for fire trucks</b>		<b>55,840</b>	<b>55,840</b>