



# SANTA FE COUNTY

## RESOLUTION 2023- 667

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### DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT

(If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.)

<p>Please summarize the request and its purpose in the area below.</p> <p>The Santa Fe County DWI Program applies for the LDWI Reversion Grant yearly. The application is accessible post Santa Fe County budget season. As a rule of thumb the County DWI Program estimates the budget for the upcoming fiscal year based on the anticipated amount of unutilized funds from the LDWI Grant; therefore, the FY2023 amount budgeted does not reflect the actual amount received.</p> <p>Local DWI (LDWI) funds provide a majority of the funding for the Santa Fe County DWI Program. These funds are generated from excise tax on the sale of alcohol, collected by the New Mexico Department of Taxation and Revenue, and administered by the DFA pursuant to Sections 11-6A-1 through 11-6A-6, NMSA 1978 and Regulations 2.110.4 NMAC. All unexpended funds at the end of the grant period are required to be reverted back to the LDWI Grant Fund, which then DFA uses to grant reversion grants, such as Reversion Grant #23-D-G-27 awarded to Santa Fe County in the amount of \$305,000.00 on October 12, 2022.</p> <p>The Santa Fe County DWI Program is requesting an increase of \$70,425.00. This will bring the total budget for the grant to \$305,000.00. The additional \$70,425.00 will contribute to 1 FTE sheriff deputy salary and benefits, and the remaining amount will be applied to planned contractual services. All funds from the grant will be expended by June 30, 2023. In addition, this award has a 10% In-Kind Match requirement that will come from the Teen Court administrative support specialist, and the Community Services Department secretary positions. Both of these positions support the DWI program.</p>		
Is this Budget Action for a Recurring or Non Recurring Expense(one-time)	Recurring	Non-Recurring
		X
Does this request impact a revenue source?	Yes	No
	X	
A. Is this a State Special Appropriation? If Yes, cite Statute and attach a copy		X
B. Does this include state or federal funds? If YES, please cite and attach a copy of statute, if a special appropriation, or include grant name, number, award date and amount, and attach a copy of a award letter and proposed budget. 23-D-G-27	X	
C. Is this request a result of Commission action? If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.)		X

SFC CLERK RECORDED 01/11/2023

# SANTA FE COUNTY

## RESOLUTION 2023- 087

D. Is a match required? If Yes, please identify funding source in the line below.	X
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PLEASE PROVIDE THE LINE ITEM OF THE MATCH BELOW

FUND	DEPARTMENT	ACTIVITY	ELEMENT	CATEGORY / LINE ITEM	AMOUNT	BUDGETED ( Drop Down)
232	0421	461	10.26	Wages, Salary	\$ 18,221	
232	0421	461	20.01	Employee Benefits - FICA Regular	1,130	
232	0421	461	20.02	Employee Benefits - FICA Medicare	265	
232	0421	461	20.03	Employee Benefits - Retirement Contribution	3,788	
232	0421	461	20.05	Employee Benefits - Health Care	3,455	
232	0421	461	20.06	Employee Benefits - Retirement Health Care	365	
232	0421	461	20.08	Employee Benefits - Workers Comp	6	
241	0409	464	10.26	Wages, Salary	2,079	
241	0409	464	20.01	Employee Benefits - FICA Regular	200	
241	0409	464	20.02	Employee Benefits - FICA Medicare	55	
241	0409	464	20.03	Employee Benefits - Retirement Contribution	490	
241	0409	464	20.05	Employee Benefits - Health Care	395	
241	0409	464	20.06	Employee Benefits - Retirement Health Care	50	
241	0409	464	20.08	Employee Benefits - Workers Comp	1	
Total \$					30,500	

SANTA FE COUNTY

RESOLUTION 2023- 007

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NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Santa Fe County that the Local Government Division of the Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above.

Approved, Adopted, and Passed This 10th Day of January, 2023.

Santa Fe Board of County Commissioners

Anna T. Hamilton  
Anna T. Hamilton, Chairperson

ATTEST:

Katharine E. Clark

Katharine E. Clark, County Clerk

COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss  
BCC RESOLUTIONS  
PAGES: 27

I Hereby Certify That This Instrument Was Filed for  
Record On The 11TH Day Of January, 2023 at 08:17:28 AM  
And Was Duly Recorded as Instrument # **2004639**  
Of The Records Of Santa Fe County

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



SFC CLERK RECORDED 01/11/2023

SFC No. 2023-0123-CSD/BT

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

DWI GRANT AGREEMENT  
Program No. 23-D-G-27

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

**WITNESSETH:**

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

**WHEREAS**, on October 12, 2022, the DWI Grant Council awarded the Grantee \$305,000.00 to support programs, services and activities to reduce the incidence of driving while intoxicated, alcoholism, and alcohol abuse in New Mexico ("Program"); and

**NOW, THEREFORE**, the Parties mutually agree as follows:

**ARTICLE I - SCOPE OF WORK**

- A. The Grantee agrees that it will implement, in all respects, the activities outlined in its Program Description, attached hereto as Exhibit "A" and made a part of this Grant Agreement.
- B. The Grantee agrees to make no change to the Program Description herein described without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change.

**ARTICLE II - LENGTH OF GRANT AGREEMENT**

- A. The term of this Grant Agreement shall become effective **October 12, 2022** and will terminate on **June 30, 2023**.
- B. The General Appropriation Act of 2022, Section 3, General Provisions (C) states: "Amounts set out in Section 4 of the General Appropriation Act of 2022, or so much as may be necessary, are appropriated from the indicated source for expenditure in the fiscal year 2023 for the objects expressed". Per Section 11-6A-6(E) of the Act, any unexpended funds at the end of a fiscal year revert to the Local DWI Grant Fund.

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### **ARTICLE III - REPORTS**

#### **A. Evaluation**

1. The Grantee agrees to systematically collect, analyze and use data to examine programs, initiatives and policies by looking at both the process and the outcomes to assess their effectiveness. The Grantee agrees to review and update the existing evaluation plan periodically throughout the fiscal year.
2. The Grantee agrees that data entered into the DWI Screening Program, which includes the Managerial Data Set (MDS) Database, is complete, accurate and allows the Department of Finance and Administration's (DFA) designated evaluation contractor to develop and implement an evaluation system and/or to provide relevant reports derived from the available data.
3. In order that the Division may adequately evaluate the progress of the Local DWI grant program statewide, the Grantee shall provide within 30 days, upon request of DFA's evaluator(s), information and access to program records and records of contractors working for the Grantee, provided that such information will not contain any "individually identifiable health information" as defined by the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA" or "HIPAA Regulations").

#### **B. Progress Reports**

1. In order that the Division may adequately evaluate the progress of the Grant Agreement, the Grantee shall provide periodic quarterly Progress Reports to the Division. The Progress Reports shall contain a narrative and/or bulleted highlights of successes and challenges, a detailed budget breakdown of expenditures to date which includes expenditure back-up documentation, a summary of screening fees collected and/or expended, the DWI Screening Program Quarterly Report, the MDS Quarterly Report, LDWI Planning Council meeting agendas and minutes, attached hereto as Exhibit "B" (Quarterly Progress Report and Certification), and such other information following the objectives of the Grantee's evaluation as may be of assistance to the Division in its evaluation. The first quarterly Progress Report is due **January 31, 2023**.
2. Grantee assures that Progress Reports submitted to the Division will not contain any "individually identifiable health information" in accordance with HIPAA.
3. One copy of the corresponding quarterly Progress Report shall be submitted to the Division no later than **January 31, 2023**, and **May 1, 2023** for review and comment.

#### **C. Final Report**

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

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

2. The Final Report and final reimbursement shall include sufficient detail to evaluate the effectiveness of each program component in the Program and shall be submitted no later than **July 10, 2023.**

D. **Annual Report**

1. The Grantee shall submit to the Division one copy of the Annual Report for this Program. The Annual Report shall include the data from the DWI Screening Program, including the demographic profile of the DWI offender and the MDS data reports for the entire term of the Grant Agreement, highlights for the period, and other information requested by the Division, in the format provided by the Division. This requirement shall survive the termination of this Grant Agreement.
2. The Annual Report shall be submitted no later than **July 28, 2023.**

**ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT**

- A. In consideration of the Grantee's satisfactory completion of all work and services required to be performed under the terms of this Grant Agreement, and in compliance with all other Grant Agreement requirements herein stated, the Division shall pay the Grantee a sum not to exceed **Three Hundred and Five Thousand Dollars and no Cents (\$305,000.00).** The funds are to be expended in accordance with the proposed budget attached as Exhibits "C" and "C (1)", which by this reference are fully incorporated into this Grant Agreement. It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the line items of the budget without the prior written approval of the Division.
- B. It is understood and agreed that if any portion of the funds set forth in Paragraph IV (A) are not expended at the completion of this Grant Agreement period for the purpose designated in this Grant Agreement, the unexpended funds shall revert to the Division for disposition.
- C. All payments will be made on a reimbursement of actual cost basis upon receipt by the Division of individual quarterly Progress Reports accompanied by the following completed forms: Request for Payment Form, attached hereto as Exhibit "D" and "D(1)"; and Detailed Breakdown By Budget Line Item Form, including Screening Fees Collected, attached hereto as Exhibit "G." Request for Payment Forms shall specify all in-kind administrative costs and any capital expenditures.
- D. Payment shall be made only for those services specified in this Grant Agreement and not funded by any other public-entity funding source. **The Grantee shall not bill the Division for the same service or services billed to another funding agency or source.**

**ARTICLE V - MODIFICATION AND TERMINATION**

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

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

- B. The Parties may modify any and all terms and conditions of the Grant Agreement by mutual written agreement.
- C. Early Termination for Convenience: Except as provided in Article X, Appropriations, and Article V, Paragraph A, above, either the Division or Grantee may terminate this Grant Agreement by providing the other party with a minimum of thirty (30) days' advance, written notice of the termination.
- D. Liability in the Event of Early Termination: In the event of early termination of this Grant Agreement by either party, the Division's sole liability shall be to reimburse Grantee in accordance with this Grant Agreement for qualifying expenditures that were:
  - a. Incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination;
  - b. Incurred on or before the termination date in the notice of early termination;
  - c. For permissible purposes under this Grant Agreement's Program Description and procured and executed in accordance with applicable law; and
  - d. The subject of a Request for Payment Form properly and timely submitted in accordance with Article IV of this Grant Agreement.

#### **ARTICLE VI - CERTIFICATION**

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

- A. It has the legal authority to receive and expend the funds as described in the Program Description.
- B. It shall meet all requirements of the Act and the Regulations and all other New Mexico State laws and regulations as they pertain to all activity conducted under this Grant Agreement and provide verification thereof to the Division.
- C. It shall finance all costs of the Program, including all Program overruns.
- D. Every treatment facility, program or other provider it contracts with to perform the activities that are subject to this Grant Agreement, shall, at all times, comply with all applicable State and federal laws and regulations and any and all licensure requirements governing treatment facilities, programs, or providers. All Contracts shall contain the following provision: "The Contractor agrees to comply, at all times, with all applicable State and federal laws and regulations and any and all licensure requirements governing its program and facility." The Grantee agrees it shall be solely liable for the failure of any of its providers to meet and comply with all applicable State and federal laws and licensure requirements governing the treatment provider or the program.
- E. It shall comply with the State Procurement Code, Sections 13-1-28 through 13-1-199,



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

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

- F. It will adhere to all financial and accounting requirements of the Department of Finance and Administration.
- G. It will comply with all applicable conditions and requirements prescribed by the Division in relation to receipt of State DWI grant funds.
- H. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for any use other than those specified in the scope of work as defined in the Grant Agreement without the prior approval of the Division.
- I. No member, officer, employee, or family member(s) of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, or the process thereof, for work to be performed in connection with the program assisted under the grant, and the Grantee shall incorporate, in all such contracts, a provision prohibiting such interest pursuant to the purposes of this certification.
- J. It will comply with all applicable HIPAA requirements and regulations.

#### **ARTICLE VII - RETENTION OF RECORDS**

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

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#### **ARTICLE VIII - REPRESENTATIVES**

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

Name: Sebastian Adamczyk  
Title: DWI Program Coordinator  
Address: 102 Grant Avenue  
Santa Fe, NM 87501  
  
Phone: (505) 995-2781  
Email: [sadamczyk@santafecountynm.gov](mailto:sadamczyk@santafecountynm.gov)

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

Name: Julie Krupcale  
Title: DWI Program Bureau Chief  
Address: Department of Finance and Administration  
Local Government Division  
Bataan Memorial Building, Suite 203  
Santa Fe, NM 87501  
  
Phone: (505) 827-4951  
Email: [Julie.krupcale@dfa.nm.gov](mailto:Julie.krupcale@dfa.nm.gov)

#### **ARTICLE IX - SPECIAL CONDITIONS**

- A. The Grantee shall budget and expend a minimum of **10 percent** of the total DWI grant funding awarded for the twelve-month period in local match/in-kind monies. The Grantee shall not budget administrative expenses except as in-kind match pursuant to the DWI Grant Council's administrative policy. The Grantee hereby budgets **Thirty Thousand Five Hundred Dollars and No Cents (\$30,500.00) (10%)** as its matching funds commitment.
- B. The Grantee shall not budget, nor at any time exceed, expenditures greater than **ten percent** of its overall grant funding for capital purchases incurred during the grant period.
- C. The Grantee shall submit to the Division written copies of the description of the **treatment program protocol updates by November 30, 2022**, for review and comment. All changes and modifications made to the treatment program, including its materials, shall be reported to the Division for its review and comment, as necessary.
- D. The Grantee shall submit to the Division written copies of the description of any **screening program protocol updates by November 30, 2022**, for review and comment. All changes and modifications made to the screening program, including its materials, shall be reported to the Division for its review and comment.

- E. The Grantee shall submit to the Division written copies of the description of any **compliance monitoring program protocol updates by November 30, 2022**, for review and comment. All changes and modifications made to the compliance monitoring program, including its materials, shall be reported to the Division for its review and comment.
- F. The Grantee shall submit any **LDWI Planning Council by-law updates by November 30, 2022**.
- G. The Grantee shall enter screening and tracking data online in the DWI Screening Program. Data shall be entered and maintained, at a minimum on a quarterly basis.
- H. The Grantee shall enter the prevention and enforcement goals and activities online in the MDS database. Data shall be entered and maintained on a quarterly basis.
- I. The Grantee shall be solely responsible for fiscal or other sanctions, penalties, or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Grant Agreement. The Grantee shall be liable for its acts or failure to act in accordance with this Grant Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 through 41-4-27, NMSA 1978.

#### **ARTICLE X - APPROPRIATIONS**

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

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

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

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

[Remainder of page intentionally left blank.]

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

THIS GRANT AGREEMENT has been approved by:

**SANTA FE COUNTY**

By:   
Authorized Signatory

11/18/2022

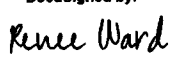
Date

Gregory S. Shaffer, County Manager  
(Type or Print Name)

Approved as to form by Roberta D. Joe, Assistant County Attorney  
for J.Y., Santa Fe County Attorney 11/15/2022

 SFCFD 11-17-2022

**DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION**

DocuSigned by:  
  
2391383D0F60499...  
By: \_\_\_\_\_  
Donnie Quintana, Director

11/21/2022

Date

## EXHIBIT "A"

### PROJECT DESCRIPTION

Name of Grantee: Santa Fe County  
Grant No.: 23-D-G-27  
Grant Amount: \$305,000.00

**Grantee will provide DWI program activities in the following areas:**

#### **1. Prevention:**

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

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

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

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

#### **2. Enforcement:**

Overtime for officers to support sobriety checkpoints, directed patrols and underage drinking enforcement will be supported through the LDWI grant program. [The Grantee will fund one full time DWI law enforcement officers.

#### **3. Screening:**

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

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

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

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**4. Compliance Monitoring/Tracking:**

The grant supports a compliance monitoring/tracking component, which strengthens tracking, follow-up, and supervised probation-type efforts with DWI offenders to assist courts in the monitoring for compliance of offenders with court imposed sentencing (i.e., screening, treatment, ignition interlock, DWI School, etc.) Compliance monitoring follow-up may also include community service supervision. All programs must use the State selected screening and tracking instrument. Programs that fund supervised probation-type services must follow the Misdemeanor Compliance Program Guidelines issued by the Administrative Office of the Courts (AOC).

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

Grantee: \_\_\_\_\_

Quarter: \_\_\_\_\_

To be completed by DWI Coordinator	To be completed by LDWI Program Manager
<b>Grant:</b> <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation	<b>Grant:</b> Received complete: _____ <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation
<b>Distribution:</b> <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation <input type="checkbox"/> Backup Documentation of screening fees collected & spent	<b>Distribution:</b> Received complete: _____ <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation <input type="checkbox"/> Backup Documentation of screening fees collected & spent
<input type="checkbox"/> Exhibit I – Enforcement Activity Report and/or <input type="checkbox"/> Exhibit I (B) – Full Time Officer Report	<input type="checkbox"/> Exhibit I – Enforcement Activity Report and/or <input type="checkbox"/> Exhibit I (B) – Full Time Officer Report
<input type="checkbox"/> Review & Attach MDS Report from NOBLE	<input type="checkbox"/> Review MDS Report
<input type="checkbox"/> Review & Attach Database Quarterly Report from NOBLE	<input type="checkbox"/> Review Database Quarterly Report
<input type="checkbox"/> Review and confirm active users in NOBLE	<input type="checkbox"/> Active users in NOBLE confirmed
<input type="checkbox"/> Planning Council Meeting Agenda and Minutes (Signed) <input type="checkbox"/> Planning Council Meeting Sign in Sheet(s)	<input type="checkbox"/> Planning Council Meeting Agenda and Minutes (Signed) <input type="checkbox"/> Planning Council Meeting Sign in Sheet(s)
<input type="checkbox"/> Successes/Challenges	<input type="checkbox"/> Successes/Challenges
<input type="checkbox"/> Evaluation Update Narrative	<input type="checkbox"/> Evaluation Update Narrative

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

\_\_\_\_\_  
Program Representative Signature\_\_\_\_\_  
Print Name\_\_\_\_\_  
Date\_\_\_\_\_  
County/City Official Signature\_\_\_\_\_  
Print Name\_\_\_\_\_  
Date

FOR DFA USE ONLY

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

\_\_\_\_\_  
LDWI Program Manager Signature\_\_\_\_\_  
Print Name\_\_\_\_\_  
Date

## Exhibit C

### Local DWI Grant Program Revenue/Expenditure Summary

**Grantee**

**Santa Fe County**

**Grant No.: 23-D-G-27**

### Total Grant

**\$305,000.00**

REVENUES BY SOURCE		EXPENDITURES BY LINE ITEM	Grant	In-Kind Match***	TOTAL
		<b>ADMINISTRATIVE*</b>			
Local DWI Program Grant	305,000.00	Personnel Services		20,300.00	20,300.00
		Employee Benefits		10,200.00	10,200.00
In-Kind Match:					
Program Generated Fees					
County	30,500.00				
City		<b>PROGRAM</b>			
Judicial/Courts		Personnel Services	40,000.00	0.00	40,000.00
Other (list):		Employee Benefits	20,000.00	0.00	20,000.00
		Travel (In-State)	0.00	0.00	0.00
		Travel (Out-of-State)	15,000.00	0.00	15,000.00
		Supplies	0.00	0.00	0.00
		Operating Costs	50,000.00	0.00	50,000.00
		Contractual Services	180,000.00	0.00	180,000.00
		Minor Equipment	0.00	0.00	0.00
		Capital Purchases**	0.00	0.00	0.00
<b>TOTAL REVENUES</b>	<b>335,500.00</b>	<b>TOTAL EXPENDITURES</b>	<b>305,000.00</b>	<b>30,500.00</b>	<b>335,500.00</b>

\* Administrative is allowed only as In-Kind Match

\*\*\*Capital purchases must have prior approval from DFA/LDWI.

\*\*\* In-Kind Match must be at least 10% of Grant Expenditure total

10%=	30,500.00
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Revised: July 2022



Exhibit C (1)

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

<u>Grant:</u>	<u>Budget</u>
Prevention	160,000.00
Enforcement	140,000.00
Screening	0.00
Treatment: Outpatient/Jailbased	0.00
Compliance Monitoring/Tracking	5,000.00
Coordination, Planning & Evaluation	0.00
Alternative Sentencing	0.00
Totals:	305,000.00
ck	305,000.00

Santa Fe County  
102 Grant Avenue  
Santa Fe, NM 87501  
505-995-2781  
23-D-G-27

<u>In-Kind Match:</u>	<u>Budget</u>
Prevention	0.00
Enforcement	0.00
Screening	0.00
Treatment: Outpatient/Jailbased	0.00
Compliance Monitoring/Tracking	15,250.00
Coordination, Planning & Evaluation	0.00
Alternative Sentencing	15,250.00
Totals:	30,500.00
ck	30,500.00

Tot. Bud. Expd: 335,500.00 ck 335,500.00



Revised: July 2022

SFC CLERK RECORDED 01/11/2023

Exhibit D

**LOCAL DWI GRANT PROGRAM  
Request For Payment/Financial Status Report**

<b>I. A. Grantee:</b> Santa Fe County <b>B. Address:</b> 102 Grant Avenue Santa Fe, NM 87501  <b>C. Telephone No.:</b> 505-985-2781 <b>D. Grant No.:</b> 23-D-G-27		<b>II. Payment:</b> A. Grant Award: \$305,000.00 B. Funds Received To Date: \$0.00 C. Amount Requested This Payment: \$0.00 D. Grant Balance: \$305,000.00	Payment Request No.: 1
		Enter Date: →	305,000.00

Budget Line Items	Grant				In-Kind Match			
	Approved Budget	Expenditures This Request	Remaining Budget	Total YTD Expenditures	Approved Budget	Expenditures This Request	Remaining Budget	Total YTD Expenditures
ADMINISTRATIVE								
Personnel Services								
Employee Benefits								
PROGRAM								
Personnel Services	40,000.00	0.00	40,000.00	0.00	0.00	0.00	0.00	0.00
Employee Benefits	20,000.00	0.00	20,000.00	0.00	0.00	0.00	0.00	0.00
Travel (In-State)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Travel (Out-of-State)	15,000.00	0.00	15,000.00	0.00	0.00	0.00	0.00	0.00
Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Operating Costs	50,000.00	0.00	50,000.00	0.00	0.00	0.00	0.00	0.00
Contractual Services	180,000.00	0.00	180,000.00	0.00	0.00	0.00	0.00	0.00
Minor Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Capital Purchases	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTALS	305,000.00	0.00	305,000.00	0.00	30,500.00	0.00	30,500.00	0.00

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

Grantee Fiscal Officer (Printed Name and Title)	Date
Grantee Fiscal Officer (Signature)	Date
(DFA/Local Government Division Use Only)	
Grantee Representative (Printed Name and Title)	Date
Grantee Representative (Signature)	Date
(DFA/Local Government Division Use Only)	
Local Government Division Fiscal Officer	Date
Local Government Division Program Manager	Date

Exhibit D (1)  
0

LOCAL DWI GRANT PROGRAM  
Request for Payment/Financial Status Report  
Breakdown By Component

Grantee: Santa Fe County  
Grant No.: 23-D-G-27  
Request No. 1

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

Grant:

Prevention  
Enforcement  
Screening  
Treatment: Outpatient/Jailbased  
Compliance Monitoring/Tracking  
Coordination, Planning & Evaluation  
Alternative Sentencing

	This Request	Remaining Budget	Expenditures YTD
Budget	160,000.00	160,000.00	0.00
	140,000.00	140,000.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	5,000.00	5,000.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
Totals:	305,000.00	305,000.00	0.00

In-Kind Match:

Prevention  
Enforcement  
Screening  
Treatment: Outpatient/Jailbased  
Compliance Monitoring/Tracking  
Coordination, Planning & Evaluation  
Alternative Sentencing

	This Request	Remaining Budget	Expenditures YTD
Budget	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	15,250.00	15,250.00	0.00
	0.00	0.00	0.00
	15,250.00	15,250.00	0.00
Totals:	30,500.00	30,500.00	0.00

Total Expenditures This Reimbursement:	0.00	↔	Checks:
Total Expenditures Year to Date:	0.00	↔	0.00
			0.00

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

Grantee Representative (Signature) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Exhibit G- Grant

Exhibit G - Grant

Detailed Breakdown By Line Item  
LOCAL DWI PROGRAM

County/ Municipality: \_\_\_\_\_  
Grant No.: \_\_\_\_\_  
Request No.: \_\_\_\_\_

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

Grant Expenditures:

ADMINISTRATIVE  
Administrative expenses are not allowed.

PROGRAM

Pay Period	Name	Job title	Document Identifier	Amount	Component
Total Personnel Services:				0.00	

Pay Period	Name	Job title	Document Identifier	Description	Amount	Component
Total Employee Benefits:					0.00	

Date of Travel & Location	Traveler's Name	Purpose of Travel	Check Date	Document Identifier	Amount	Component
Total Travel (In-State):					0.00	

Exhibit G- Grant

Travel (Out-of-State)		Traveler's Name	Purpose of Travel	Check Date	Document Identifier	Amount	Component
Date of Travel & Location							
Total Travel (Out-of-State):						0.00	

Supplies (*List Prevention Giveaways/Promotional Items separately below)							Component
Date Incurred	Vendor	Description	Check Date	Document Identifier	Amount		

*Prevention Giveaways/Promotional Items							Component
Total Supplies:						0.00	

Operating Costs							Component
Date(s) Incurred	Vendor	Description	Check Date	Document Identifier	Amount		
Total Operating Costs:						0.00	

Contractual Services							Component
Period Covered	Vendor	Description	Check Date	Document Identifier	Amount		
Total Contractual Services:						0.00	

Minor Equipment							Component
Date Incurred	Vendor	Description	Check Date	Document Identifier	Amount		
Total Minor Equipment:						0.00	

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## Exhibit G- Grant

## Capital Purchases

[illegible]

**Total Capital Purchases:** 0.00

**Total Grant Fund Reimbursement Request:**

0.00

Check: 0.00

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

**Grantee Representative (Signature)**

Title

Date \_\_\_\_\_

Exhibit G - Grant In-Kind Match

Exhibit G - Grant In-Kind Match

Detailed Breakdown By Line Item  
LOCAL DWI PROGRAM

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

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

In-Kind Match Expenditures:

ADMINISTRATIVE  
Personnel Services

Pay Period	Name	Job Title	Document Identifier	Description	Amount	Component
Total Personnel Services:					0.00	

Employee Benefits

Pay Period	Name	Job Title	Document Identifier	Description	Amount	Component
Total Employee Benefits:					0.00	

PROGRAM

Personnel Services

Pay Period	Name	Job Title	Document Identifier	Description	Amount	Component
Total Personnel Services:					0.00	

Employee Benefits

Pay Period	Name	Job Title	Document Identifier	Description	Amount	Component
Total Employee Benefits:					0.00	

Travel (In-State)

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

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[illegible]

## Travel (Out-of-State)

Date of Travel & Location	Traveler's Name	Purpose of Travel	Check Date	Document Identifier	Amount	Component
Total Travel (Out-of-State):					0.00	

## Supplies

[illegible]

## Operating Costs

[illegible]

## Contractual Services

[illegible]

### Minor Equipment

[illegible]

## Capital Purchases

[illegible]



Exhibit G - Grant In-Kind Match

Total In-Kind Match:                      Check                      0.00                      0.00

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

\_\_\_\_\_  
Grantee Representative (Signature)                      \_\_\_\_\_ Title                      \_\_\_\_\_ Date

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

GRANTEE: \_\_\_\_\_ Report Period: \_\_\_\_\_

**COMPLETE ONE FORM FOR EACH TYPE OF ACTIVITY CONDUCTED**

ENFORCEMENT ACTIVITIES: ☐ Underage Enforcement ☐ Checkpoint ☐ Directed Patrol  
 Other \_\_\_\_\_

Agency:		Date Activity Conducted:		Number of Officers	
Location of Activity:		Start Time:	End Time:	Additional Funds Used For Activity  Source(s):  Total Amount: \$	
# DWI Arrests		# Under 21 Possession Consumption Citations:			
# Other Arrests		# Open Container Citations			
# Written Warnings		# Other Citations			
Officer Name		Dates Worked	Total Hours Worked	Hourly Rate	Total Paid
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Totals			0.00		\$ -

**Local DWI Program**  
**EXHIBIT "I" (B) FULL TIME DWI OFFICER ACTIVITY REPORT - QUARTERLY**

GRANTEE: \_\_\_\_\_

Report Period: \_\_\_\_\_

AGENCY: \_\_\_\_\_

Stats while on Patrol:		Special Enforcement Activities:	
# DWI Arrests		# of DWI arrests:	
# Other Arrests		# of Checkpoints	
# Written Warnings		# of Directed Patrols	
# Under 21 Possession Consumption Citations:		# of Underage Enforcement Activities	
# Open Container Citations		# of Other Activities	
# Other Citations			

Officer Name	Days and Hours on Duty	Total Hours Worked	Hourly Rate	Total Paid
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>Totals</b>		<b>0.00</b>		\$ -

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