



## NEW MEXICO DEPARTMENT OF PUBLIC SAFETY

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October 28, 2015

Katherine Miller  
County Manager  
Santa Fe County  
PO Box 276  
Santa Fe, NM 87504

Dear Ms. Miller:

On behalf of the New Mexico Department of Public Safety, it is my pleasure to inform you that your application for the 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) Program has been recommended for funding. Based on available federal funding and the application's ranking, the County of Santa Fe, on behalf of the Region III Multi-Jurisdictional Drug Task Force, has been awarded **\$116,007.**

The award will be effective from October 1, 2015 through September 30, 2016. Enclosed, you will find the Sub-Grantee Agreement and approved budget. Please see attached instructions on how to accept this award.

If you have any questions regarding this correspondence, please contact Sheila McDonald, Management Analyst, at (505) 827-9115.

Sincerely,

Gregory J. Fouratt  
Cabinet Secretary

GJF/SM



**CALEA**  
ACCREDITED LAW ENFORCEMENT AGENCY

**Sub-Recipient Name: County of Santa Fe**  
**Sub-Grantee Agreement Number: 15-JAG-REG3-SFY16**  
**Award Amount: \$116,007**  
**Sub-Recipient DUNS number: 053297131**  
**Grant Term: October 1, 2015 – September 30, 2016**

**2015 Edward Byrne Memorial Justice Assistance Grant (JAG) Award**

This Agreement made effective October 1, 2015, 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 County of Santa Fe, serving as the Fiscal/Fiduciary Agency for Region III Multi-Jurisdictional Drug 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. 113-76, Consolidated Appropriation Act, 2014, and NMSA 1978 Section 9-19-6; and

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

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

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

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

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

**SECTION ONE: PURPOSE**

JAG funds may be used for state and local initiatives, technical assistance, training, personnel, 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 2015 JAG award is as follows:

**Federal Award Identification Number: 2015-DJ-BX-0670**

**Award Date: August 31, 2015**

**Amount Awarded: \$1,537,777**

**Total Sub-recipient Pass through: \$646,422.00**

**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 2015 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.
  - **To reduce the amount of Heroin trafficking within Region III**
    - To have a positive impact on the heroin trafficking within the Region, specifically Santa Fe and Rio Arriba County, through intense investigations by concentrating on street-level and midlevel dealers
  - **To reduce the amount of cocaine trafficking within Region III**
    - To have a positive impact on the cocaine trafficking within Santa Fe and Rio Arriba County, through intense investigations by concentrating on street-level and midlevel dealers
  - **To reduce the amount of Methamphetamine trafficking within Region III**
    - To have a positive impact on the methamphetamine trafficking within Santa Fe and Rio Arriba County, through intense investigations by concentrating on street-level and midlevel dealers
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, 2015, and shall terminate on September 30, 2016.
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 them 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 through its Budget and Funding Sub-Committee for relief of the reversion of unexpended funds.
  - b. Upon review and analysis of the petition, the Budget and Funding Sub-Committee through the Bureau shall forward their recommendation to the Secretary of the Department of Public Safety for disposition.
  - c. In all cases, the Secretary of the Department 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 2015 award from the Office of Justice Programs (OJP). For this 2015 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. Have the program commenced and operational within ninety (90) days of the last signatory executing this Agreement. If the Sub-grantee's program has not commenced or is not operational within ninety (90) days, the Sub-grantee must report in writing to the Bureau the steps taken to initiate the program, the reasons for delay, and the expected starting date prior to the end of the ninety (90) days. Additionally, Sub-grantee must obtain an extension, in writing, from the Bureau prior to the end of the ninety (90) days. If an extension is not obtained prior to the ninety (90) days, the Sub-grantee's program, at the Bureau's discretion, may be terminated and, if the Program is terminated, the BJA funds allocated to that program will be redistributed to fund other BJA programs.

5. Submit all program-related contracts, subcontracts, agreements, and subsequent amendments to the Bureau for review and approval prior to execution.
6. Provide the Bureau for its review for compliance and approval in writing, prior to any overtime being reimbursed, 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 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, or sub-contractor.
10. Understand and agree that the Bureau, DOJ, and the GAO are authorized to interview any officer or employee of the Sub-grantee (or of any contractor or sub-contractor) regarding transactions related to this award.
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 web site 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 quarterly Drug Enforcement Advisory Council (DEAC) meetings and provide a report on program progress if requested.
14. Submit minutes from quarterly Region 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 **\$116,007**.
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 in which there were grant expenditures.
  - b. A Final RFR must be submitted to the Bureau for review and approval no later than fifteen (15) days following the termination date of this Agreement. Failure by the Sub-grantee to timely submit the final

RFR, 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.

3. If no expenditures were made during the prior month, an email communication with the Bureau is required to confirm that an RFR is not necessary for that month.
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), or Sub-grantee's approved policy.
5. The funds set forth in Paragraph 1 of this Section shall constitute full and complete payment of funds to be received by the Sub-grantee from the Bureau under this grant.
6. Any funds remaining at the end of the grant term shall be reverted to the New Mexico Department of Public Safety.
7. 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.
8. 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 Sub-grantee for the following reasons:
  - a. Failing to comply substantially with the requirements or statutory objectives of the appropriate state or federal law, program guidelines issues hereunder, or other provisions of state or federal law;
  - 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 (the "Part 200 Uniform Requirements") apply to this 2015 award from the Office of Justice Programs (OJP). For this 2015 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.

If this 2015 award supplements funds previously awarded by OJP under the same award number, the Part 200 Uniform Requirements apply with respect to all award funds (whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2015 award.

Potential availability of grace period for procurement standards: Under the Part 200 Uniform Requirements, a time limited grace period may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (that is, to those at 2 C.F.R. 200.317 through 200.326).

For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.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. The 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").
3. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or sub-recipient 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 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.
4. 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
    - b. it certifies that, if it learns or is notified that any sub-recipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



5. 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.
6. The Sub-grantee agrees that within 120 days of award acceptance, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).
7. 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).
8. 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.
9. 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.
10. 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).

11. 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>.

12. 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>.

13. Ensure Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or Sub-grantee. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at [http://www.ojp.usdoj.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.usdoj.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 the Bureau.

14. 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).

15. 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.

16. Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients and 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).

17. 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 EEOP (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.

**18. Meeting the EEOP 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 EEOP 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 EEOP 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 EEOP 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/eeop.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).

**19. Ensure the Compliance of Sub-recipients**

SAA's must have standard assurances to notify sub-recipients of their civil rights obligations, written procedures to address discrimination complaints filed against sub-recipients, methods to monitor sub-recipients' compliance with civil rights requirements, and a program to train sub-recipients on applicable civil rights laws. In addition, SAA's must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of sub-recipients. For more information on the MOA requirement, see [http://www.ojp.usdoj.gov/funding/other\\_requirements.htm](http://www.ojp.usdoj.gov/funding/other_requirements.htm).

**20. 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.

21. Neither indirect or administrative costs are authorized under this Sub-grantee agreement and will not be reimbursed.
22. 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.
23. All funds awarded under this Sub-grant Agreement must be used in accordance with federal statutes, regulations, and the terms and conditions of the Federal award.
24. 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.
25. The Sub-grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior approval of OJP.
26. 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.
27. 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)

28. 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.
29. 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.
30. 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. Per C.f. 28 C.F.R. parts 66, 70.
31. 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.
32. 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.
33. 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.
34. 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>.

35. 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.
36. 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.
37. 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.



38. 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.
39. The Sub-grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here.
40. 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.
41. 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.
42. 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>.
43. 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.
44. 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.
45. 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.
46. 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.

47. 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.
48. 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>.
49. 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>.
50. 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>.
51. 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).

52. 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:
- 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.
  - Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
  - 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.
53. 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.

#### **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 change 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	Olga Santiago
807 7 <sup>th</sup> Street NW	State Policy Advisor
Washington, DC 20531	
Telephone: (202)307-0690	Telephone: (202)532-0117
Email: askOCR@usdoj.gov	Email: olga.santiago@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**

Diana M. Lovato	Sheriff Robert A. Garcia
1204 Mercantile Road	35 Camino Justicia
Santa Fe, NM 87502	Santa Fe, NM 87508
Telephone: (505)473-7020	Telephone: (505)986-2456
Email: dlovato@santafecountynm.gov	Email: ragarcia@santafecountynm.gov

**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 15 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 make prompt payments to the Sub-grantee for allowable reimbursable costs under 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.
  - d. GMB will initiate a site visit closeout upon the closing of the grant period to ensure compliance with federal statutes, regulations and the terms and conditions of the federal award.




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



**SUB-GRANTEE:**

By:   
Signature of Certifying Official

Katherine Miller  
Printed Name

By:   
Program Agency Director

Robert A. Garcia  
Printed Name

Approved as to form   
Santa Fe County Attorney  
By:   
Date: 11/17/15  
Date: 11-24-2015

Santa Fe County Manager  
Title

Date: 11-4-15

Santa Fe County Sheriff  
Title

**DEPARTMENT OF PUBLIC SAFETY:**

By: \_\_\_\_\_  
Signature of Cabinet Secretary/Awarding Official

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

Gregory J. Fouratt  
Printed Name

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

By:   
Chief Legal Counsel or Designee  
ELIZABETH TRICKEY  
Printed Name

Date: 10-30-15

# 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.

Recipient's Name: Santa Fe County		DUNS Number: 053297131
Address: P. O. Box 276, Santa Fe, NM 87504-0276		
Grant Title: Multi-Jurisdictional Drug Task Force	Grant Number: 15-JAG-REG3-SFY16	Award Amount: \$116,007
Name and Title of Contact Person: Lt. Scott McFaul		
Telephone Number: (505) 473-7034	E-Mail Address: Scottm.mcfaul@state.nm.us	

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

Please check all the following boxes that apply:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Recipient has less than fifty employees. | <input type="checkbox"/> Recipient is an Indian tribe.            | <input type="checkbox"/> Recipient is a medical institution.                 |
| <input type="checkbox"/> Recipient is a nonprofit organization.   | <input type="checkbox"/> Recipient is an educational institution. | <input type="checkbox"/> Recipient is receiving an award less than \$25,000. |

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

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, Bernadette Salazar [responsible official],  
certify that Santa Fe County Government [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:  
Santa Fe County Government [organization],  
949 West Alameda, Santa Fe, NM 87505 [address].

Bernadette Salazar, HR Director  
Print or Type Name and Title

Signature

11/6/15  
Date

### Section C—Declaration Stating that an EEOP Utilization Report 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 Utilization Report 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.

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.**

#### 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.

#### Submission Process

If a recipient receives multiple awards subject to the Safe Streets Act, the recipient should complete a Certification Form for each grant. Recipients should download the online Certification Form, 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 7<sup>th</sup> Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

### **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, Santa Fe County, 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 maybe 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 maybe 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.

Santa Fe County

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

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

Katherine Miller

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


Santa Fe County Manager

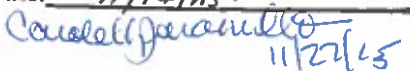
\_\_\_\_\_  
Title of Certifying Official

\_\_\_\_\_  
Date

11.24.2015

Approved as to form  
Santa Fe County Attorney

By:   
Date: 11/17/15

  
11/24/15

DEPARTMENT OF PUBLIC SAFETY  
GRANTS MANAGEMENT BUREAU  
FY 2015 JAG PROGRAM APPLICATION

TITLE PAGE

County of Santa Fe, Region III Multi-Jurisdictional Drug Task Force - 053297131

SUB-GRANTEE (FIDUCIARY/FISCAL AGENT):

Santa Fe County / Region III

P. O. Box 276 / 102 Grant Avenue

Santa Fe County / Santa Fe, NM 87504-0276

LEAD AGENCY:

County of Santa Fe, Region III Multi-Jurisdictional Drug Task Force - 0532

Santa Fe County / Santa Fe 87507

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.

Katherine Miller

Sub-Grantee Official's Name

  
Sub-Grantee Official's Signature

Santa Fe County Manager

Sub-grantee Official's Title

8.21.15  
Date

Robert A. Garcia

Lead Agency Official's Name

  
Lead Agency Official's Signature

Santa Fe County Sheriff

Lead Agency Official's Title

8-17-15  
Date

Approved as to form  
Santa Fe County Attorney

By:   
Date: 8/20/15



**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 2015 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.

## SUPPLANTING 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      Santa Fe County

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

Santa Fe County Manager  
\_\_\_\_\_  
Title of Certifying Official

Katherine Miller  
\_\_\_\_\_  
Printed Name of Certifying Official

11.24.2015  
\_\_\_\_\_  
Date

DEPARTMENT OF PUBLIC SAFETY  
GRANTS MANAGEMENT BUREAU  
FY 2015 JAG PROGRAM APPLICATION

TITLE PAGE

County of Santa Fe, Region III Multi-Jurisdictional Drug Task Force - 053297131

SUB-GRANTEE (FIDUCIARY/FISCAL AGENT):

Santa Fe County / Region III

P. O. Box 276 / 102 Grant Avenue

Santa Fe County / Santa Fe, NM 87504-0276

LEAD AGENCY:

County of Santa Fe, Region III Multi-Jurisdictional Drug Task Force - 0532

Santa Fe County / Santa Fe 87507

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.

Katherine Miller  
Sub-Grantee Official's Name

  
Sub-Grantee Official's Signature

Santa Fe County Manager  
Sub-grantee Official's Title

8.21.15  
Date

Robert A. Garcia  
Lead Agency Official's Name

  
Lead Agency Official's Signature

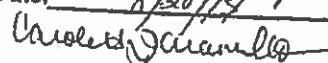
Santa Fe County Sheriff  
Lead Agency Official's Title

8-17-15  
Date

Approved as to form  
Santa Fe County Attorney

By: 

Date: 8/20/15



DEPARTMENT OF PUBLIC SAFETY  
GRANTS MANAGEMENT BUREAU  
FY 2015 JAG PROGRAM APPLICATION

COVER SHEET

County of Santa Fe, Region III Multi-Jurisdictional Drug Task Force - 053297131

SUB-GRANTEE (FIDUCIARY/FISCAL AGENT):

Santa Fe County / Region III  
P. O. Box 276 / 102 Grant Avenue  
Santa Fe County / Santa Fe, NM 87504-0276

LEAD AGENCY:

County of Santa Fe, Region III Multi-Jurisdictional Drug Task Force  
Santa Fe County / Santa Fe 87507

COUNTY/COUNTIES SERVED:

Santa Fe / Rio Arriba  
Los Alamos  
Taos

CONGRESSIONAL DISTRICT:

NM-003

SUB-GRANTEE CONTACT:

Carole Jaramillo

Title: Finance Division Director  
Phone: (505) 995-2780  
Email: [cjaramillo@santafecountynm.gov](mailto:cjaramillo@santafecountynm.gov)

LEAD AGENCY CONTACT:

Robert A. Garcia

Title: Sheriff  
Phone: (505) 986-2456  
Email: [ragarcia@santafecountynm.gov](mailto:ragarcia@santafecountynm.gov)

PROGRAM PURPOSE AREA:

Law Enforcement Program

FFY 2014 JAG FUNDING REQUEST:

\$ 116,007

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

Santa Fe County Sheriff's Office	New Mexico State Police	Santa Fe City Police Department
Rio Arriba County Sheriff's Office	Probation / Parole Division	Homeland Security Investigations
First Judicial District Attorney's Office	Drug Enforcement Administration	Federal Bureau of Investigations

**DEPARTMENT OF PUBLIC SAFETY  
GRANTS MANAGEMENT BUREAU  
FY 2015 JAG PROGRAM APPLICATION**

**GENERAL PROGRAM OVERVIEW**

**County of Santa Fe, Region III Multi-Jurisdictional Drug Task Force - 053297131**

**PROGRAM DESCRIPTION:**

Region III is a Multi-Jurisdictional Drug Task Force which consists of four counties: Santa Fe, Los Alamos, Rio Arriba, and Taos. These counties encompass 10,079 square miles and have a population of approximately 245,000 residents. There are eight Law Enforcement agencies, two Judicial Districts, Eight Northern Pueblos, and the Jicarilla Apache Tribe. For the fifteenth consecutive year, NM State Police will continue their role as the lead agency overseeing operations. The NM State Police has a full-time Lieutenant and a full-time Operational Sergeant. The Lieutenant oversees operations and is also the Region Program Manager on administrative duties. The Sergeant is in charge of all operations that are conducted within the Region. He is also assisted by a full-time Sergeant, who was recently assigned from the Santa Fe City Police Department. The majority of the Region's manpower comes from the Santa Fe County Sheriff's Office, Santa Fe City Police Department, Rio Arriba County Sheriff's Office and NM State Police. All agents are assigned on a full-time basis. The NM State Police has four agents assigned, Santa Fe County Sheriff's Office one, Santa Fe City Police Department has three agents and a Sergeant and Rio Arriba County Sheriff's Office has one detective assigned. Recently a full-time Special Agent was assigned from HSI, Home Land Security. All eight law enforcement agencies within the Region offer additional resources and assistance when operations are conducted within their boundaries. Region III maintains a Policy and Procedure Manual which is adhered to. A Board of Directors consisting of representatives from each of the above mentioned agencies hold quarterly board meetings in addition to overseeing Regional operations. The Region also works very closely with FBI, DEA and HSI on higher level case investigations, which has an impact in both Region III and surrounding Regions. The seriousness of the drug problem in Region III is accurately addressed in the 2015 Annual HIDTA Drug Threat Assessment on page 20 and 21, which is the same Drug Strategy adopted by the DEAC Board. Region III will continue to focus on the Heroin problem, which is the biggest threat, followed by, Cocaine, Methamphetamine and Pharmaceuticals. Heroin has always been the biggest threat in this region along with diverted pharmaceuticals, which at times are used in place of heroin by addicts. From an operational stand point Region III develops cases through intelligence, confidential sources and many hours of surveillance. This can lead to undercover buys by agents, search warrants, buy-bust operations and should the case lead to a higher level of investigation, federal assistance is requested.

**PROGRAM PROBLEM STATEMENT:**

The drugs of choice within Region III continues to be heroin, cocaine, methamphetamine, and pharmaceuticals. Mexican Nationals are responsible for supplying the majority of these drugs in addition to marijuana. The large quantities of these drugs has increased the level of accessibility and intensified the enticement of easy money, which in turn has produced an abundance of local street level dealers. Prescription drugs are in big demand on the streets and at times a replacement drug for heroin or cocaine; Oxycotin, lortab, hydrocodone and oxycodone are all pharmaceutical pain relievers. The influx of heroin in Northern New Mexico and the increase in available Methamphetamines has resulted in Region III working numerous cases in conjunction with Region I and federal agencies.

**PROGRAM PARTICIPANTS:**

QTY	TITLE/POS.	AGENCY	JAG FUNDED	FULL TIME	PART TIME
One	LT/Program Manager	State Police	No	Yes	No
One	Administrative Assistant	Region III	Yes	Yes	No
One	Detective	Santa Fe County Sheriff	No	Yes	No
Three	Detective	Santa Fe City Police Dept	No	Yes	No
One	Sergeant	Santa Fe City Police Dept	No	Yes	No
Five	4 Agents / 1 Sgt	State Police	No	Yes	No

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

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

**Without continued funding, what quantifiable effects may be felt by the stakeholders served by the program?**

The stakeholders are; Santa Fe County Sheriff's Office, Rio Arriba County Sheriff's Office, Santa Fe City Police Department and the New Mexico State Police. The loss of funding will parallel an immediate reduction of narcotic investigations. The measurable effects of such a loss will result in a reduced number of drug related arrests such as; property crimes, residential burglaries, commercial burglaries, and larcenies. This decrease in arrests and increase in drug activity will mirror a quantifiable increase of crime within Region III.

Decreased funds will directly correlate with increased drug circulation, which in turn increases the number of overdoses and overdose deaths throughout the boundaries of Region III. Another major affect felt by the stakeholders will be the inability to respond to the number of tips and information received from the general public, which are currently handled by the Region and have helped with case investigations.

Higher level investigations are at times generated from street level information. Without continued funding and proactive narcotic investigations, street level information will be directly reported to individual law enforcement agencies which do not have the necessary resources to pursue a case to a higher level of investigation and raw intelligence information will not be disseminated properly.

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

A lack of funds will impact the agents assigned from the local agencies, who work narcotic investigations on a full-time basis. These agencies, the Santa Fe City Police Department, the Santa Fe County Sheriff's Office and Rio Arriba County Sheriff's Office, utilize the majority of JAG funding. Consequently their operations will have to be reduced to a bare minimum in regards to overtime and confidential funds. Investigations would become mainly limited to HIDTA funded counties within the Region boundaries. The Region would need to communicate with the Chief of the Santa Fe City Police Department to see if the department could help cover the overtime cost for their assigned agents, and also communicate with the participating County Sheriff's to have the overtime for their assigned agents covered. The Region's area of investigations would be limited to HIDTA Counties only for working investigations being that the only available Overtime and Confidential funds would be for designated HIDTA counties. Utilizing HIDTA funding only would most likely illiminate the County Sheriff's departments from continuing there involvement with the Region. The lack of funding will be even more significant because of the loss of Program Income (Equitable Sharing) funds that were previously available to be utilized to leverage any short falls. Further Program Income monies will not be available to cover the short fall of grant funds and at this point and time these remaining program income monies are being expended for the current budget day to day operations and will not be available again in the same format as before. The Region would have to modify existing budgets to be operational soley off of the HIDTA grant.

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

The Region would have to rely on the remaining Program Income to continue operations, which as of July 1, 2015, is no longer available as in previous years due to a change within New Mexico Legislation. These funds would have paid for overtime and confidential funds. State Police who pursue higher levels of investigations and who work in conjunction with the FBI, DEA or HSI will continue to use HIDTA Funding. HIDTA Funding also pays the majority of the infrastructure for Region III. Unfortunately local agencies themselves continue to experience budget constraints. Consequently they would be unable to provide personnel and financial assistance to the Task Force. The Administrative Assistant would be unemployed, as Program Income (Equitable Sharing) cannot support civilian positions. Once the involved agencies realize the positive impact the Region has made on the drug problem within our jurisdictional boundaries and drug related crimes hopefully they will continue working together, or at least share intelligence information amongst themselves.



**DEPARTMENT OF PUBLIC SAFETY  
GRANTS MANAGEMENT BUREAU  
FY 2015 JAG PROGRAM APPLICATION**

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

**County of Santa Fe, Region III Multi-Jurisdictional Drug Task Force - 053297131**

**JAG ACTUAL OUTPUTS/OUTCOMES**

Enter Type of Measurement	2009	2010	2011	2012	2013	2014	TOTAL	Average
Number of cases initiated within Region III	248	191	189	338	261	240	1,467	245
Number of Arrests made within Region III	81	97	50	133	64	73	498	83
Number of (DTO'S) Drug Trafficking Organizations <small>(Identified and made leads with the FBI, DEA and LPE)</small>	2	1	0	3	6	7	19	3.166666667
DRUG SEIZURES (Measurement)-If Applicable	2009	2010	2011	2012	2013	2014	TOTAL	Average
Cocaine (kg)	5	14	3	4	4.551	1.388	31.926	5.321
Crack Cocaine (kg)	0	0.092	1	0.212	0.095	0.036	1.246	0.207666667
Ecstasy (D.U.)	0	3	198	0	0	0	201	33.5
Hashish (kg)	0	0.033	0	0	0	0	0.045	0.0075
Heroin (kg)	3	6.393	7	5.946	5.328	4.08	31.19	5.198333333
Marijuana (kg)	49	34.182	14	6.482	0.281	100.385	204.473	34.07883333
Marijuana (outdoor) (plants)	510	3830.465	51	99.321	30.386	0	4521.299	753.5498333
Synthetic cannabis (e.g. K2, Spice) (g)	0	0	0	0	0	7.27	7.27	1.211666667
Methamphetamine (kg)	0	1.979	1	0.364	0.979	5.333	9.155	1.525833333
Oxycontin (D.U.)	0	22	12	160	490	67	751	125.1666667
Prescription Drugs (D.U.)	261	124.5	180	322	155.9	48	1091.4	181.9
Psilocybin (D.U.)	0	0.326	0	0	0	0	0.357	0.0595
Psilocybin (kg)	0	0	0	0	0	0	0	0
Other (Specify)  suboxone	0	0	10	18	31	65	124	20.66666667
CLANDESTINE LABORATORY CASES-If Applicable	2009	2010	2011	2012	2013	2014	TOTAL	Average
Meth Labs Dismantled	0	0	0	0	0	0	0	0
Laboratory Dump Sites Seized	0	0	0	0	0	0	0	0
Chemical/Glassware/Equipment Seized	0	0	0	0	0	0	0	0

**DEPARTMENT OF PUBLIC SAFETY  
GRANTS MANAGEMENT BUREAU  
FY 2015 JAG PROGRAM APPLICATION**

**GOALS AND OBJECTIVES**

**County of Santa Fe, Region III Multi-Jurisdictional Drug Task Force**

<b>Goal 1.</b>	<b>To Reduce the amount of Heroin Trafficking within Region III.</b>		
<b>Objective:</b>	<b>To have a positive impact on the heroin trafficking within the Region, specially Santa Fe and Rio Arriba County, through intense investigations by concentrating on street-level and mid-level dealers.</b>		
<b>Expected Output / Outcome</b>	<b>Output/Outcome Measure</b>	<b>Questions:</b>	<b>2015 Expected Output/Outcomes</b>
Number of Heroin Investigations conducted within Region III.	1. How many heroin cases will be conducted within each county of Region III.	1. Number of Heroin Investigations Initiated in Santa fe County	36
		2. Number of heroin investigations initiated in Rio Arriba County	15
		3. Number of heroin investigations initiated within Los Alamos and Taos counties of Region III	2
	2. Amount of heroin seized through case investigations	1. Total amount of heroin seized in Region III, Level IV cases (street level)	800 grams
		2. Total amount of heroin seized through Level III or II investigations	2100 grams
		3. Total number of Search Warrants for heroin within the Region	6
	3. Level III or higher heroin cases Initiated within Region III	1. DTO's for heroin identified and targeted	3
		2. DTO's for heroin disrupte	3
		3. Number of cases submitted for Federal Prosecution.	3

<b>Goal 2.</b>	<b>To reduce the amount of cocaine trafficking within Region III.</b>		
<b>Objective:</b>	<b>To have a positive impact on the cocaine trafficking within Santa Fe and Rio Arriba County, through intense investigations by concentrating on street level and mid-level dealers.</b>		
<b>Expected Output / Outcome</b>	<b>Output/Outcome Measure</b>	<b>Questions:</b>	<b>2015 Expected Output/Outcomes</b>
	1. How many cocaine cases will be conducted within Region III.	1. How many cocaine cases in Santa Fe County	25
		2. How many cocaine cases in Rio Arriba County	12
		3. Number of cocaine Investigations initiated within Los Alamos and Taos counties of Region III	2

**DEPARTMENT OF PUBLIC SAFETY  
GRANTS MANAGEMENT BUREAU  
FY 2015 JAG PROGRAM APPLICATION**

**GOALS AND OBJECTIVES**

Number of Cocaine Investigations conducted within Region III.	2. Amount of cocaine seized through case investigations within Region III	1. Total amount of cocaine seized in Region III, Level IV cases	500 Grams
		2. Total amount of cocaine seized Level III or II cases	2000 Grams
		3. Number of Search Warrants executed for cocaine by agents	4
	3. Number of Level III cocaine cases Initiated within Region III	1. DTO's for cocaine identified and targeted	3
		2. DTO's for cocaine disrupted	2
		3. Number of cocaine cases submitted for federal prosecution	2

**Goal 3.** To reduce the amount of Methamphetamine trafficking within Region III.

**Objective:** To have a positive impact on the Methamphetamine trafficking within Santa Fe and Rio Arriba County, through intense investigations by concentrating on street level and mid-level dealers.

Expected Output / Outcome	Output/Outcome Measure	Questions:	2015 Expected Output/Outcomes
Number of Methamphetamine case Investigations conducted within Region III.	1. How many Meth. Cases will be conducted within Region III	1. Number of Meth. Cases in Santa Fe County	5
		2. Number of Meth. Cases in Rio Arriba County	4
		3. Total number of Meth. Cases submitted for state Prosecution	2
	2. Amount of Meth. Seized in Region III	1. Number of undercover purchases by agents for Meth.	4
		2. Number of Search Warrants executed for Meth. in Region III	3
		3. Total amount of Meth. Seized by agents through investigations	500 Grams
	3. Level III Meth. Cases Initiated within Region III	1. Total number of Level III cases Initiated	2
		2. Amount of Meth. Seized through Level III Investigations	800 Grams
		3. Number of Meth. Cases submitted for Federal Prosecution	2

DEPARTMENT OF PUBLIC SAFETY  
GRANTS MANAGEMENT BUREAU  
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## TIMELINE

**County of Santa Fe, Region III Multi-Jurisdictional Drug Task Force**

[illegible]



**DEPARTMENT OF PUBLIC SAFETY  
GRANTS MANAGEMENT BUREAU (GMB)  
FY 2015 JAG PROGRAM APPLICATION**

**BUDGET DETAIL WORKSHEET**

**County of Santa Fe, Region III Multi-Jurisdictional Drug Task Force - 053297131**

**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. **MITF 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
1025 - Overtime for Santa Fe County Agents who are assigned Full-Time to Region III and Deputies that assist Region III on a case by case basis.	Hourly Rate @ 1.5 Or 1.0 (Averaging Hourly Rate \$27.00)	Fiscal Year			\$ 10,000
1026 - Administrative Assistant	One (1) PP @ \$759.78 Nineteen (19) PPs @ \$1,534.76	Pay Period	100.0%	20 PPs	\$ 29,921

**1a. Sub-Total Personnel** \$ 39,921

**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
2001-2008 - Administrative Assistant (6.2% FICA, \$6.90 Worker's Comp, 2.0% Retire Health, 20.548 Retirement, 1.45% Medicare, \$3,525.21 Health Insurance	\$12,616.00		\$ 12,616

**1b. Sub-Total Fringe Benefits** \$ 12,616

**Justification Personnel and Fringe Benefits:**

1025 - Overtime for Santa Fe County Agents who are assigned Full-Time to Region III and Deputies who assist Region III on a case by case basis.  
1026 - Salary for Full-Time Administrative Assistant who administers all required Financial Duties for JAG Annual Budget for Region III, by working closely with Santa Fe County Finance and Grants Management Bureau.  
2001-2008 - Benefits for Administrative Assistant.

**Total 200 Category** \$ 52,537

**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 for Other Law Enforcement Agencies who are directly involved in Narcotic Investigations within Region III	Hourly Rate @ 1.5 Or 1.0 (Averaging Hourly Rate \$29.00)	Fiscal Year		\$ 29,470

**2a. Sub-Total Contractual Services** \$ 29,470

**Justification Contractual Services:**

The allocated overtime is to pay the Agents who are assigned Full-Time from outside agencies when they are involved in Narcotic Investigations within the boundaries of Region III. These monies will also be utilized to pay overtime to personnel when they are requested to assist with a Narcotic Investigations initiated by Region III within their jurisdictional boundaries.

Total 300 Category

\$ 29,470

**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:**

**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:**

**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
				\$ -
3c. Sub-Total Supplies				\$ -

**Justification Supplies:**

**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	\$34,000.00	Fiscal Year		\$ 34,000
3d. Sub-Total Confidential Funds				\$ 34,000

**Justification Confidential Funds:**

Confidential Funds are rendered for the purpose of conducting drug investigations, controlled buys, undercover purchases, and for paying Confidential Informant's expenses to pursue case investigations, which comply with the OJP Financial Guide. These funds are also utilized as flash rolls when necessary to conduct buy-bust operations.

**3e. Other Costs – 400** – List items (e.g., telecommunication, vehicle maintenance, equipment maintenance, janitorial or security services, registration fees) by major type and the basis of the computation. For example, telecommunication costs, provide number of phone lines, monthly cost, and number of months.

Description	Amount	Per	Quantity	Grant Funds
				\$ -



3f. Sub-Total Other Costs		\$	-
Justification Other Costs:			
Total 400 Category		\$	34,000
BUDGET SUMMARY			
Budget Category	Grant Funds	Costs	Grant Funds Only
Personnel Services - 200	\$ 39,921	\$ 39,921	34%
Fringe Benefits - 200	\$ 12,616	\$ 12,616	11%
200- Category Total	\$ 52,537	\$ 52,537	45%
Contractual Services - 300	\$ 29,470	\$ 29,470	25%
300 - Category Total	\$ 29,470	\$ 29,470	25%
Travel - 400	\$ -	\$ -	0%
Equipment - 400	\$ -	\$ -	0%
Supplies - 400	\$ -	\$ -	0%
Confidential Funds - 400	\$ 34,000	\$ 34,000	29%
Other Costs - 400	\$ -	\$ -	0%
400 - Category Total	\$ 34,000	\$ 34,000	29%
Total Application Request	\$ 116,007		100%

OTHER FUNDING SOURCES FOR PROGRAM:

HIDTA	OCDETF	OTHER	TOTAL
		Equitable Sharing	
\$255,013		\$85,058	\$340,071.00

PROGRAM PARTICIPANTS:

QTY	TITLE/POS.	AGENCY	JAG FUNDED	FULL TIME	PART TIME
One	Administrative Assistant	Region III	Yes	Yes	No
One	Agent	Santa Fe Sheriff's Office	No	Yes	No
Four	1 Sergeant / 3 Agents	Santa Fe City Police Department	No	Yes	No

**DEPARTMENT OF PUBLIC SAFETY  
GRANTS MANAGEMENT BUREAU (GMB)  
FY 2015 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 Foreiture in a fiscal year:**

\$	\$	84,453.00
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**Please describe how the changes to HB560 will effect you agency's operations in narrative form here:**

The above listed number is a three year average covering 2012, 2013, and 2014.

Program Income is utilized by Region III for overtime and contingency funds when HIDTA and JAG funding have been exhausted to continue investigations. Program Income has continuously been utilized to maintain office telephone equipment, Callyo (which is an open audio line for Agents while working undercover), maintenance for copiers and fax machine, and trackers utilized to pursue investigations. Janitorial supplies are also continuously purchased as this is not an allowable expense through HIDTA funds. Purchases of equipment such as radios, cameras, jumpsuits and vehicles, which are necessary to further investigations, have been purchased with Program Income. The lack of monies available to be used on the above mentioned purchases will have a big impact on Region III towards furthering investigations and function of the Region III Office.

MEMORANDUM OF UNDERSTANDING/JOINT POWERS AGREEMENT  
REGION III DRUG TASK FORCE

THIS AGREEMENT made and entered in this 1st day of July 2014, by and between SANTA FE COUNTY AND SANTA FE COUNTY SHERIFF'S DEPARTMENT, CITY OF SANTA FE, POLICE DEPARTMENT, RIO ARriba COUNTY SHERIFF'S DEPARTMENT, ESPANOLA CITY POLICE DEPARTMENT, PROBATION/PAROLE DIVISION, AND NEW MEXICO STATE POLICE.

THIS AGREEMENT is intended to be an updated Memorandum of Understanding between the parties and this Agreement replaces and supersedes the Memorandum of Understanding dated July 01, 2013.

FOR AND IN CONSIDERATION of the mutual covenants, conditions and stipulations hereinafter contained, the parties hereto agree as follows:

1. RECITALS: The parties, through their respective law enforcement agencies, are charged with the duty of enforcing the law and protecting their citizens from illegal activity. The parties recognize that jurisdiction and authority of certain law enforcement agencies is limited and that such limitations are detrimental in combating crime within Region III area. The parties further recognize that this problem can and must effectively be addressed by pooling their resources and the joint exercise of their respective authorities. The parties have agreed to establish a Joint Task Force for the prevention, investigation, control and prosecution of unlawful drugs, narcotics and controlled substances and related crimes within the Region III area. The law enforcement agencies have determined that a joint and unified effort of law enforcement activities relating to drugs and controlled substances will provide increased efficiency and benefit all citizens within Region III. The parties desire to formally enter into this Memorandum of Understanding setting forth the organization and operating procedures of this joint effort.
2. DESIGNATION OF SERVICES: The parties designate the project for the purpose of this Agreement to be the prevention, investigation, control, and prosecution of unlawful drugs, narcotics and controlled substances and related crimes through the joint and unified effort of the enumerated law enforcement agencies, including, but not limited to:
  - A. Disrupt drug organizations within the specified counties;
  - B. Gather and report intelligence data relating to illegal drug activities;
  - C. Make arrests that will impact the highest level dealers and wholesalers;
  - D. Impact drug trafficking organizations which were previously impregnable; and,
  - E. Prevent, investigate, control, and prosecute unlawful drugs, narcotics, controlled substances, and related crimes within the specified counties and cities.
  - F. Provide assistance to any Law Enforcement Agency within Region III or any other Region Task Force within the State of New Mexico, as requested.

3. OBLIGATION OF THE PARTIES: Each law enforcement agency will be responsible for initiating and investigating their own narcotic investigations within their jurisdiction and may call upon any other agency within Region III for assistance when necessary.
- A. New Mexico State Police: New Mexico State Police shall assign a Lieutenant to supervise the Region III Drug Task Force Unit, administer the HIDTA funding and assist with administrative duties. New Mexico State Police Narcotics Agents will be assigned to work in conjunction with other agents assigned to the Region III Task Force. In addition, New Mexico State Police will make available the use of its Special Operations Bureau as needed. i.e., K-9, Tact and Bomb Teams, etc
  - B. Santa Fe County Sheriff's Department: Santa Fe County Sheriff's Department shall provide a minimum of one full-time narcotic agent to the Region III Drug Task Force. In addition, the Santa Fe County Sheriff's Department will make available as needed, its SWAT Team, at the request of the Drug Task Force Supervisor or the Region III Coordinator.
  - C. Santa Fe city Police Department: The Santa Fe Police Department shall provide a minimum of one Sergeant and two full-time narcotic agents to the Region III Drug Task Force. In addition the Santa Fe City Police Department will make available, as needed, officers from its Investigative Unit, SWAT Team and K-9 unit at the request of the Drug Task Force Supervisor or the Region III Coordinator.
  - D. Espanola city Police Department: Espanola Police Department shall provide a minimum of one full-time detective to work in the capacity of a Region III narcotic agent when manpower exists. In addition the Espanola Police Department will make available the use of its K-9 unit and other available resources when requested.
  - E. The Rio Arriba County Sheriff's Department: The Rio Arriba County Sheriff's Department shall provide a minimum of one full-time detective to work in the capacity of a Region III narcotic agent when manpower exists.
  - F. State of New Mexico, Probation-Parole Division: Region I Probation & Parole Division shall provide assistance when possible at the request of the Drug Task Force Supervisors.
  - G. Federal Bureau of Investigation: Will assist Region III on a case-by-case basis, providing manpower and other resources for Federal Prosecution.
  - H. Drug Enforcement Administration: Will assist Region III on a case-by-case basis, providing manpower and other resources for Federal prosecution.
  - I. Executive Board: The Executive Board consists of Department Heads, or their designee, from each participating Law Enforcement Agency, who have personnel assigned to the Task Force on a full-time basis. These agencies have voting privileges and will oversee the Task Force operations and advise the Task Force Command structure. Agencies who participate in the Region with additional resources or intelligence information and do not have personnel assigned full-time will have recommendation authority, excluding voting privileges.

Members of the Executive Board shall designate an alternate to act in their absence. In the event of dissolution of the Memorandum of Understanding the Executive Board will direct a fair disposal of the assets. This will be in accordance with the rules of any applicable state grant and the terms of this Agreement. The Executive Board will direct a fair disposal of assets in accordance with the rules of any applicable state grant and the terms of this Agreement.

4. LIABILITY/INSURANCE:

- A. No party shall be responsible for liability incurred as a result of any other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities of the New Mexico Tort Claims Act.
- B. Each agency will accept liability under the Workers Compensations Act in the event personal injuries occur to its officer(s) while engaged in Drug Task Force activities.
- C. Each agency shall, during the entire time of participation, maintain sufficient insurance to cover its obligations and liability for its officers. This will include, but is not limited to, coverage of officer and vehicle, while operating a vehicle, even though the vehicle may be owned by another agency.
- D. Contract employees shall be required to carry a minimum of \$500,000 liability insurance from a reputable insurance carrier. The cost of this insurance shall be inclusive in the contractor's salary.
- E. The parties hereto agree that this document is not intended, by any provisions or part here of, to create any right to maintain a suit, claim or cause of action of any type whatsoever or however designated, by any individual or third party that is based upon, related too or arising out of the provisions of the Agreement.

5. MANNER OF EXERCISE OF MEMORANDUM OF UNDERSTANDING

- A. The Region III Drug Task Force Lieutenant shall be in charge of the daily operation of the Drug Task Force. The Drug Task Force Lieutenant will advise the Region III Program Manager and applicable department heads at the conclusion of high-risk operations. All activities of the Drug Task Force are subject to review by the Region III Executive Board. The Region III Policies and Procedures Manual approved by the Executive Board will be adhered to by all participating agencies.
- B. All officers/deputies assigned to the Drug Task Force shall be commissioned and certified through the New Mexico Law Enforcement Academy. All officers assigned to the Drug Task Force shall maintain their status as employees of their independent law enforcement agencies.
- C. All officers/deputies assigned to the Drug Task Force will report directly to the Region III Drug Task Force Lieutenant.

- D. All officers/deputies assigned to the Drug Task Force on a part time basis will work a minimum of sixteen (16) hours per week. All work hours need to be coordinated through the Lieutenant at Region III who oversees operations.
  - E. Drug Task Force members will maintain compliance with their respective division or agency's policy and procedures as well as the policies and procedures of the Region III Drug Task Force. In the event of conflict the most rigid standard will apply.
  - F. The Office of Justice Program Manual #7100.1D, Control and Use of Confidential Funds, and Financial and Administrative Guide for Grants, shall be followed.
  - G. The agency head in the respective jurisdiction the Drug Task Force is operating in shall be notified of the fact the Drug Task Force is conducting an operation in its jurisdiction; when operationally feasible. The local jurisdiction will participate in said operation. This provision may be waived if exigent circumstances do not permit notification and/or participation or if the Drug Task Force Command Structure believes an unusual circumstance makes the notification of participation unwelcome.
  - H. Each Department will fulfill its obligation by assigning an officer or officers for the investigation of drugs and narcotic related offenses, developing intelligence on suspected drug trafficking within its respective jurisdiction. This information will be shared and utilized by all Drug Task Force member agencies and other Region Task Forces when feasible.
  - I. Misconduct by members of the Drug Task Force will be thoroughly investigated and if confirmed will result in removal of the member from the Drug Task Force. The Drug Task Force Lieutenant will notify the member's agency head of the allegations. The Lieutenant will request an investigation, if the investigation sustains allegations of misconduct the member is subject to removal from the Task Force.
6. BUDGET: The Drug Task Force will have its own budget. This operating budget consists of available grant funds.
- All Agencies will be able to utilize Confidential Funds in the furtherance of the aims and objectives of the Drug Task Force as directed by the Drug Task Force Lieutenant. Santa Fe County will act as the fiduciary agency and shall administer all funds. All overtime reimbursed to other law enforcement agencies, will be paid through Other Contractual Services by Santa Fe County. All accounting procedures of the fiduciary agency, in conjunction with grant requirements shall be followed.
- The Annual Budget/Grant of the Drug Task Force will be modified from year-to-year depending on the availability and amount of grant funds received. The Executive Board will approve an annual budget.
7. RELEASE OF INFORMATION: All information released to the media concerning activities of the Drug Task Force shall be made by the Task Force Lieutenant, Region III Coordinator or the Region III Chairman respectively.
8. FORFEITURES: The agencies agree to abide by State forfeiture and federal asset sharing statutes. Forfeitures resulting from Region III Task Force investigations shall be deposited into an Equitable Sharing Account. All forfeitures or transfers to a specific Agency must

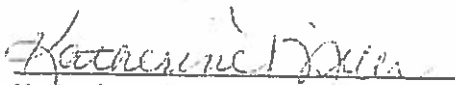


be approved by the Region III Executive Board and may be based in proportion to each Agency's participatory effort. Each Agency shall be responsible for filing/submitting forfeiture proceedings.


9. FUNDS ACCOUNTABILITY: Santa Fe County shall disburse all monies received pursuant to this agreement in accordance with the laws of the State of New Mexico and shall maintain records of all receipts and disbursements.
10. RESOLUTION OF DISPUTES: All agencies agree to cooperate with other Drug Task Force agencies and to coordinate all activities within the scope of this agreement with the Drug Task Force Command Structure. The Executive Board will resolve disputes.
11. TERM: The Term of this Agreement shall be until terminated. Any Party may withdraw from the Agreement by giving thirty (30) days written notice to all party agencies. The Memorandum of Understanding will remain in force and effect as to the remaining parties unless all remaining parties agree to dissolve the Agreement. New members may join with approval of the Executive Board.
12. ACQUISITION OF PROPERTY: Property purchased or acquired with grant funds shall remain the property of and dedicated to Drug Task Force use unless dissolved. Upon dissolution, all property shall be distributed to the member organizations as directed by the Executive Board or in accordance with Federal Grant Regulations. Property owned by member organizations but designated for the Drug Task Force use shall remain the property of the individual agency.

REGULAR MEMBERSHIP:

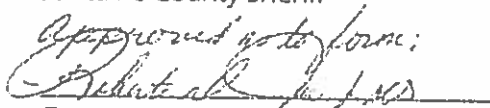
DATE:

  
Katherine Miller  
Santa Fe County Manager


12-9-2014

  
Robert A. Garcia  
Santa Fe County Sheriff

12-11-14

*Approved as to form:*  
  
Gregory S. Shaffer  
Santa Fe County Attorney

12-2-14

  
Eric Garcia  
Chief of Police, City of Santa Fe

12-11-14

\_\_\_\_\_

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07/19/10

**Figure 1**

1/15/15

1/15/15

Henry P. Roybal  
*Commissioner, District 1*

Miguel M. Chavez  
*Commissioner, District 2*

Robert A. Anaya  
*Commissioner, District 3*



Kathy Holian  
*Commissioner, District 4*

Liz Stefanics  
*Commissioner, District 5*

Katherine Miller  
*County Manager*

August 11, 2015

Gregory J. Fouratt, Cabinet Secretary  
Department of Public Safety  
P. O. Box 1628  
Santa Fe, NM 87504-1628

Dear Secretary Fouratt:

The Region III Drug Enforcement Coordinating Council is seeking continual funding for the Multi-Jurisdictional Drug Task Force through the FY 2015 Edward Byrne Justice Assistance Grant Program (JAG) application. The efforts of Region III have proven to be significant in the past and they are committed to continued success for future funding cycles.

The Coordinating Council for Region III would appreciate continued funding for FY 2014 for the Region. Santa Fe County is once again committed to serving as fiscal agent for grant funding for the twenty-fourth consecutive year. Through continued funding, Region III is dedicated to addressing the illicit flow of drugs and related crimes within our regional boundaries.

Thank you for your consideration given to this request.

Sincerely,

Katherine Miller  
Santa Fe County Manager



## NEW MEXICO DEPARTMENT OF PUBLIC SAFETY

POST OFFICE BOX 1628 • SANTA FE, NEW MEXICO 87504-1628



**SUSANA MARTINEZ**  
GOVERNOR

**GREGORY J. FOURATT**  
CAJONITE SECRETARY

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

**MOTOR TRANSPORTATION POLICE**  
505/ 476-2457

**SPECIAL INVESTIGATIONS**  
505/ 841-8053

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

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

**ADMINISTRATIVE SERVICES**  
505/ 827-3332

**TECHNICAL SUPPORT**  
505/ 827-3352

**SCOTT WEAVER**  
DEPUTY SECRETARY  
STATISTICAL LAW ENFORCEMENT  
SERVICES AND SUPPORT

**OFFICE OF THE DEPUTY SECRETARY**  
505/ 827-9212

**INFORMATION TECHNOLOGY**  
505/ 827-3413

**TRAINING AND RECRUITING**  
505/ 827-9252

August 5, 2015

Ms. Katherine Miller  
Santa Fe County Manager  
102 Grant Avenue.  
Santa Fe, New Mexico 87504

RE: Letter of Commitment

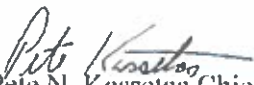
Dear Ms. Miller:

Please accept this Letter of Commitment for Region III on their application for grant funding. The New Mexico State Police Investigations Bureau works closely with the members of Region III in joint operations and investigations.

The New Mexico State Police and Region III have worked on several joint investigations over the last year. These investigations have resulted in several arrests and have been successful in disrupting drug trafficking organizations. The New Mexico State Police Investigations Bureau will continue to work with Region III to curtail the use of illegal drugs.

Thank you for your time in considering this request.

Sincerely,

  
Pete N. Kassetas Chief / Deputy Secretary  
Department of Public Safety  
Law Enforcement Operations  
New Mexico State Police

PNK:dat



**CALEA**  
ACCREDITED LAW ENFORCEMENT AGENCY

**Robert A. Garcia**  
Sheriff  
986-2455

[ragarcia@santafecountynm.gov](mailto:ragarcia@santafecountynm.gov)

**SANTA FE COUNTY SHERIFF'S OFFICE**



**Ron E. Madrid**  
Undersheriff  
986-2455

[rmadrid@santafecountynm.gov](mailto:rmadrid@santafecountynm.gov)

**35 Camino Justicia – Santa Fe, New Mexico 87508**

August 3, 2015

Katherine Miller  
County Manager  
102 Grant Avenue  
Santa Fe, NM 87508

RE: Letter of Commitment

Dear Ms. Miller:

As Sheriff of the Santa Fe County, I would like to offer our continued commitment to the Region III Multi-Jurisdictional Drug Enforcement grant project for the upcoming Fiscal Year. For the twenty-fourth consecutive year, the Santa Fe County Sheriff's Office will have been involved with this project, one that I wholeheartedly support. It is through combined efforts such as this that we can give the best fight against the war on drugs.

Santa Fe County Sheriff's Office is the largest sheriff's office within Region III; therefore, we are able to provide one full-time agent resulting in decreased illicit drug trade within the boundaries of Region III. It is with honor that the Santa Fe County Sheriff's Office continues to be involved as the fiscal agent for the upcoming Fiscal Year.

I am sure you are aware of the positive effects of the Region III Drug Task, as well as the progress of this office, which strives to curtail drug problems and related crimes in Northern New Mexico.

Please accept this letter as an addition to the Region III application packet for the upcoming fiscal year's funding. Your consideration in this matter is greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to be "R. Garcia".

Robert A. Garcia  
Santa Fe County Sheriff



## Santa Fe Police Department City of Santa Fe, New Mexico

Javier M. Gonzales, Mayor

Councilors:

Peter N. Ives, Mayor Pro Tem, Dist. 2  
Patti J. Bushee, Dist. 1  
Signe I. Lindell, Dist. 1  
Joseph M. Maestas, Dist. 2  
Carmichael A. Dominguez, Dist. 3  
Christopher M. Rivera, Dist. 3  
Ronald S. Trujillo, Dist. 4  
Bill Dimas, Dist. 4



August 4, 2015

Katherine Miller  
Santa Fe County Manager  
P.O. Box 276  
Santa Fe, NM 87504-0276

RE: Region III Drug Task Force letter of commitment

Dear County Manager Miller:

The problems faced by law enforcement professionals in reducing drug trafficking gets more complicated with each passing day. Solutions to these problems lie increasingly in our ability to transcend the issues of boundaries and jurisdictions to focus our attention on the main issues. The ad-hoc approach to drug enforcement by police agencies has to be replaced by a more systematic method concentrating and consolidating resources where they will have the greatest impact on the illegal drug trade.

The Santa Fe Police Department is committed to the eradication of illegal drugs and concomitant sundry of other crimes generated by the sale and abuse of these substances. We have been, and continue to be, in complete support of the Region III Drug Task Force. We have dedicated two (2) full-time detectives and one (1) full-time sergeant to the task force in the hope of creating major disruption in the drug supply lines.

Our unity poses the greatest threat to the survival of the drug trade. With improved cooperation and communication we can continue to make a difference.

Respectfully,

Patrick Gallagher  
Chief of Police  
Santa Fe Police Department



# Rio Arriba Sheriff's Office



1122 Industrial Park Road Española New Mexico 87532  
Telephone (505) 753-3329 Fax (505) 753-9812

*James Lujan, Sheriff*

August 17, 2015

Katherine Miller  
Santa Fe County Manager  
102 Grant Avenue  
Santa Fe, NM 87508

Reference: Letter of Commitment

Dear Ms. Miller:

I Sheriff of Rio Arriba County would like to offer my Office the commitment to the Region III Multi-Jurisdictional Drug Enforcement grant project for the upcoming Fiscal Year. Since I became Sheriff of Rio Arriba County I expressed my concerns of the drug problems in the County and northern New Mexico and through this combined efforts such as this we can give the best and productive fight against the war on drugs.

Rio Arriba County Sheriff's Office became a part of the Region III Task force on January 2015 and therefore, we are providing one full-time agent to this agency and the results of it is a decrease of illicit drug trade and other activities tied to the drug war.

I am sure you are aware of all the positive effects of the Region III Drug tasks force has accomplished, as well as the continued progress of this office on the battle of the drug problems in Rio Arriba County and Northern New Mexico (Region III).

Ms. Miller please accept this letter as a continued commitment to the Region III Multi-Jurisdictional Drug Enforcement grant project for the upcoming fiscal year 2015 – 2016.

Sincerely,

*M. Lujan for James D. Lujan*

James D. Lujan  
Rio Arriba County Sheriff

**State of New Mexico  
Corrections Department**  
Central Office Administration  
4337 State Road 14, Santa Fe, NM 87508  
PO Box 27116, Santa Fe, NM 87502-0116  
[www.corrections.state.nm.us](http://www.corrections.state.nm.us)  
Phone: 505.827.8600 - Fax: 505.827.8220

**Gregg Marcantel**  
Secretary 505.827.8884

**Vacant**  
Deputy Secretary of Administration  
505.827.8631

**Joe W. Booker, Jr.**  
Deputy Secretary of Operations  
505.827.8667



**Susana Martinez**  
Governor

Administrative Services 505.827.8601  
Adult Prisons 505.827.8767  
Corrections Industries 505.827.8906  
General Counsel 505.827.8698  
Information Technology 505.827.8713  
Probation & Parole 505.827.8830  
Office of Recidivism Reduction 505.827.8541  
Training Academy 505.827.8900

**"We commit to the safety and well-being of the people of New Mexico by doing the right thing, always."**

August 10, 2015

Gregory J. Fouratt, Cabinet Secretary  
Department of Public Safety  
PO Box 1628  
Santa Fe, NM 87504-1628

Dear Secretary Fouratt:

Please accept this letter of support from the Adult Probation and Parole Division, New Mexico Corrections Department as a commitment for the Region III Drug Enforcement Task Force. As I am sure you are aware, the Region III Drug Enforcement Task Force plays an essential role in the curtailment of drug trafficking in Northern New Mexico. The impact of their efforts is evident.

Over the last several years my agency has been fortunate in working in a collaborative effort with the Region III Drug Enforcement Task Force to combat drug trafficking and its associated crime in Northern New Mexico. The ever growing drug trafficking threat which confronts our law enforcement agencies in this State requires interregional partnerships coupled with the sharing of intelligence and the collaboration of the law enforcement agencies. The Region I Adult Probation and Parole Division rely on this collaborative for assistance and intelligence in dealing with the criminal element that we are tasked with supervising daily.

Our agency fully supports the Region III Drug Enforcement Task Force and its role in the criminal justice system. Please feel free to contact me if you have any questions.

Sincerely,

Rose Bobchak, Director  
Adult Probation and Parole Division  
New Mexico Corrections Department



Office of the District Attorney  
First Judicial District

Angela R. "Spence" Pacheco  
District Attorney

August 17, 2015

Gregory Fouratt, Secretary  
Department of Public Safety  
P.O. Box 1628  
Santa Fe, NM 87504-1628

Dear Secretary Fouratt:

Region III provides an invaluable service to our community. The dedication and commitment of the administrative and line staff to eradicate drugs in our community is of the highest caliber

As you know, Northern New Mexico has been plagued for years with a heroin epidemic and the challenge continues as another generation of users has entered the "drug mainstream." As a result, Santa Fe and Rio Arriba counties have been designated a "High Intensity Drug Trafficking Area." Our office currently has a dedicated prosecutor and staff person committed to drug prosecution in Santa Fe, Rio Arriba and Los Alamos Counties. Our office works very closely with Region III and is committed to supporting them with their stated goals and objectives.

We are committed to supporting the good works of Region III.

Sincerely,

A handwritten signature in cursive script, reading "Angela R. Pacheco", is written above the printed name.

Angela R. Pacheco  
District Attorney



U. S. Department of Justice

Federal Bureau of Investigation

In Reply, Please Refer to  
File No:

4200 Luecking Park Ave NE  
Albuquerque, New Mexico 87107

August 11, 2015

RE: Support for Region III Drug  
Enforcement Task Force

Mr. Greg Fouratt  
Cabinet Secretary  
Department of Public Safety  
Post Office Box 1628  
Santa Fe, New Mexico 87504-1628

Dear Secretary Fouratt,

I would like to confirm my support for the Region III Drug Enforcement Task Force. Our agents continue to work with the Task Force in northern New Mexico and look forward to cultivating this important working relationship. The limited resources available to all law enforcement agencies throughout New Mexico make cooperative efforts such as Region III and the FBI a necessary part of a progressive drug enforcement strategy, both at the federal and state levels.

Our continued partnership in joint investigations has resulted in significant community impact in northern and central New Mexico. I am confident we will continue to see success as a result of our joint partnership.

Sincerely,

A handwritten signature in black ink, appearing to read "Carol K. O. Lee", is written over a horizontal line.

Carol K. O. Lee  
Special Agent in Charge



U. S. Department of Justice  
Drug Enforcement Administration  
Albuquerque District Office  
2660 Fritts Crossing SE  
Albuquerque, New Mexico 87106

[www.dea.gov](http://www.dea.gov)

August 11, 2015

Gregory J. Fouratt  
Cabinet Secretary  
New Mexico Department of Public Safety  
Post Office Box 1628  
Santa Fe, New Mexico 87540

Dear Mr. Fouratt:

I am writing this letter to confirm my continuous support for the Region III Drug Enforcement Task Force.

The Region III Task Force and DEA have worked on several successful investigations that have resulted in the Federal indictment of numerous defendants and the seizure of significant quantities of drugs and assets. They are able to provide the manpower, essential knowledge and technical support necessary to identify targets in their area. Without their effort, cases would be difficult to bring to successful conclusion.

The Albuquerque District Office appreciates the hard work of the Region III Task Force and supports their request for funding through both the HIDTA and JAG programs. If you have any questions or concerns please contact me at 505-452-4555.

A handwritten signature in black ink, appearing to read "Sean R. Waite", is located above the typed name.

Sean R. Waite  
Assistant Special Agent in Charge  
Albuquerque District Office

*Homeland Security Investigations  
Office of the Assistant Special Agent in Charge*

U.S. Department of Homeland Security  
5441 Watson Drive SE  
Albuquerque, New Mexico 87106



**U.S. Immigration  
and Customs  
Enforcement**

AUG 13 2015

Gregory J. Fouratt  
Cabinet Secretary, New Mexico Department of Public Safety  
P.O. Box 1628  
Santa Fe, New Mexico 87540-1628

Dear Mr. Fouratt:

I am writing this letter in support of the Region III Drug Task Force in their quest for funding through the Justice Assistance Grant (JAG), Formula Grant Program.

The office of Homeland Security Investigations (HSI), Assistant Special Agent in Charge (ASAC) Albuquerque, New Mexico, works hand in hand with the Region III Task Force on numerous criminal investigations focused on the dismantlement of drug trafficking networks. Their knowledge and expertise have proven very valuable during investigations, as they are able to provide manpower and essential knowledge of targets identified in their area. Without their assistance, that includes technical support, the cases being jointly worked between Region III and HSI would be extremely difficult to bring to a successful conclusion. The many contributions of Region III have resulted in our assignment of one part-time agent for coordination of prosecution.

We depend on the Region III a great deal, and support their request for funding through the JAG, Formula Grant Program. If you have any questions or concerns, please feel free to contact me at (505) 452-4902.

Sincerely,

Mark E. Godshall  
Assistant Special Agent in Charge

# **REGION III MULTI-JURISDICTIONAL TASK FORCE**

## **Santa Fe County**

### **STRATEGIC PLAN**

**August 2015**

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This document comprises the strategic plan for the Region III Multi-Jurisdictional Task Force. It represents a series of fundamental statements relating to its vision, mission, values and objectives; and sets out Region III's proposed strategies, goals and action programs.

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#### **Vision**

The vision of the Region III Multi-Jurisdictional Task Force in five years is to be the model Multi-Jurisdictional Task Force in New Mexico by strengthening relationships with regional partners through enhanced communication and collaboration, and by providing both manpower and monetary resources.

#### **Mission Statement**

The mission of the Region III Multi-Jurisdictional Task Force is to combat the trafficking of narcotics by identifying targets and disrupting the flow of drugs through the state of New Mexico by providing cohesive and collaborative regional funding, law enforcement and intelligent sharing resources amongst our partnering agencies.

#### **Organizational Values**

The organization values governing Region III's Multi-Jurisdictional Task Force will include the following:

- Region III believes the foundation for success starts with the honesty, character and integrity of everyone involved.
- Region III strives to obtain excellence through the utmost professionalism and dedication.
- Region III is committed to following all ethical and moral principles.
- Region III will continue to give the respect our partners and community members deserve.



## **Organizational Objectives**

Longer term organizational objectives of Region III's Multi-Jurisdictional Task Force are summarized as follows:

- To increase the number of regionally participating agencies by developing strong cohesive and collaborative relationships.
- To reduce drug availability within Region III by disrupting and/or dismantling Drug Trafficking Organizations.
- To decrease violent crime and property crime within Region III.
- To identify additional funding opportunities and increase resources.

## **Key Strategies**

The following critical strategies will be pursued by Region III's Multi-Jurisdictional Task Force:

1. Increase regional participation
  - a. Operate as one unit rather than individuals
  - b. Increase the number of regional drug operations
  - c. Establish outreach to partners
2. Intra-regional communication
3. Develop regional knowledge of the "problem"
4. Increase funding opportunities

## **The Priorities/goals and strategic action programs for Region III will remain the same.**

Under Organizational Objectives, Region III has made the following accomplishment.

Region III has continued to reach out to a Federal Agency requesting an agent be assigned on a full-time basis. Recently a Special Agent from HSI, Homeland Security from the Albuquerque Office has been assigned to the Region full-time.

Region III will also continue to pursue heroin investigations which are the number one threat within our Jurisdictional boundaries, as stated by the 2015 HIDTA Drug Threat Assessment. Through these investigations an impact has been seen in related property crimes.

## **Major Goals**

The following key targets will be achieved by Region III's Multi-Jurisdictional Task Force over the next **one to three** years:

1. Increase regional participation by developing collaboration and cohesiveness amongst region partners.
2. Maintain current funding while also developing strategy to research additional funding opportunities.
3. Enhance intra-regional communication.
4. Continue to identify, dismantle and disrupt Drug Trafficking Organizations.

## **Strategic Action Programs**

The following strategic action programs will be implemented:

1. Executive Board: Develop a communication plan, resource and manpower allocation, and funding strategy to generate more regional participation.
2. Program Coordinator/Lieutenant: Develop an intra-regional communication plan to enhance communication amongst already participating agencies.
3. Operations (Agents): Develop long term intelligent driven investigations by the use of resource allocation plans.

## **Local, State and Federal Stakeholders of Region III Multi-Jurisdictional Task Force:**

- Santa Fe County
- City of Santa Fe
- New Mexico State Police
- Rio Arriba County

**The following Major Goals were addressed during the current fiscal year, FY-14.**

### **Major Goals**

The following key targets will be achieved by Region III's Multi-Jurisdictional Task Force over the next **one to three** years:

1. Increase regional participation by developing collaboration and cohesiveness amongst region partners.
  - a. Region III continues to invite all agencies within our boundaries to Regional meetings. During this fiscal year Region III added a full time Deputy to the Region Task Force from the Rio Arriba County Sheriff's Office.
  - b. Region III also continues to work higher levels of Investigations in conjunction with Region I, DEA, FBI and HSI.
  - c. Additional work needs to be completed on these goals in the future.
2. Maintain current funding while also developing strategy to research additional funding opportunities.
  - a. Region III had relied on our Equitable Sharing disbursements which are budgeted to support Regional operations in the form of overtime, confidential funds and equipment. Due to New Mexico Legislation HB560 Region III will have to make budget adjustments to both HIDTA and JAG to cover any short falls.
  - b. Region III requested and received funding from our Fiscal Agent the previous fiscal year to address a deficit in our administrative assistant's salary and will also receive funding the current fiscal year.
3. Enhance intra-regional communication.
  - a. Region III continues to work closely with Region I, FBI, DEA, and HSI.
  - b. Continue to identify, dismantle and disrupt Drug Trafficking Organizations.
  - c. During the current fiscal year Region III has identified (3) DTO's and disrupted them. One DTO resulted in 4lbs of heroin being seized.

### **Strategic Action Programs**

The following strategic action programs will be implemented:

1. Executive Board: Develop a communication plan, resource and manpower allocation, and funding strategy to generate more regional participation.

2. Program Coordinator: Develop an intra-regional communication plan to enhance communication amongst already participating agencies.
3. Operations (Agents): Develop long term intelligent driven investigations by the use of resource allocation plans.

**THE FOLLOWING STRATEGIC ACTION PROGRAMS HAVE BEEN ADDRESSED.**

**Strategic Action Programs**

The following strategic action programs will be implemented:

1. Executive Board: Develop a communication plan, resource and manpower allocation, and funding strategy to generate more regional participation.  
This plan will be addressed this current fiscal year, as openings now exist for additional manpower within Region III.
2. Program Coordinator: Develop an intra-regional communication plan to enhance Communication amongst already participating agencies.
  - a. Currently this has not been addressed.
3. Operations (Agents): Develop long term intelligent driven investigations by the use of resource allocation plans.
  - a. All mentioned DTO's were identified by Region III thru various Intelligence-Driven Investigations. There are currently other ongoing Intelligence-Driven Investigations, this may result in the future identification of additional DTO's.

**DURING THE FISCAL YEAR THE FOLLOWING QUALITATIVE AND QUANTITATIVE BENEFITS WERE INDIRECTLY AFFECTED IN THE CITY OF SANTA FE, SANTA FE COUNTY, AND RIO ARriba COUNTY BY THE REGION III, DRUG TASK FORCE.**

The combination of our funding sources has reflected a direct impact on the existing drug problem within Santa Fe and Rio Arriba County. Six major DTO's responsible for dealing heroin, cocaine and Methamphetamines have been identified, with disruptions and dismantlement ongoing. A four (4) lb Methamphetamine case which was initiated in Santa Fe County had a direct impact in Santa Fe and Rio Arriba Counties. This was a several week long investigation and resulted in the arrest of one individual and 4.0 pounds of Meth being seized and the investigation being furthered identifying other personnel within New Mexico and stretching into Arizona. The information came from the cooperation of the arrested subject. This case was worked with the assistance of the FBI and other federal entities. There are multiple ongoing operations/investigations dealing with heroin, cocaine

and meth. They have a direct impact on the drug problem in Santa Fe County and state wide. These investigations are leading the agents to Bernalillo County and Albuquerque metro identifying multiple targets that are either bringing in or supplying other targets that distribute throughout the northern half of the state.

The existing drug problem has an indirect impact on property crimes; particularly burglaries and larcenies. Upon checking Burglary Comparisons for Santa Fe Police Department and the Santa Fe County Sheriff's Department, both agencies reflected a decrease in residential burglaries and the city also had a decrease in larcenies and shoplifting. When a substantial amount of drugs are removed from the streets, it always seems to have an impact on the below listed property crimes.

Santa Fe City Police Dept.			Santa Fe County Sheriff's Office	
	2013	2014	2013	2014
Residential Burglaries	630	496	289	297
Shoplifting	795	893		
Larceny	932	872		
Auto Burglary	642	389	125	116

NEW MEXICO DEPARTMENT OF PUBLIC SAFETY  
GRANTS MANAGEMENT BUREAU

Overtime Certification

On behalf of Santa Fe County Sheriff's Office, I as the Certifying Official certify that I have read, understand and agree to abide by all of the conditions for Overtime Pay as set forth in the current rules of the Fair Labor Standards Act (FLSA) regulations, the OJP Financial Guide and the GMB Financial Guide.

**LAW ENFORCEMENT OFFICERS/COMMISSIONED EMPLOYEES**

In accordance with Santa Fe County overtime policy/Union Contract/Bargaining Agreement, I certify that our law enforcement officers work week consists of 40 hours in a 5 day period.

**Overtime Premium Pay**

I certify that law enforcement officers shall become eligible to be compensated at one and one half (1 ½) times their regular rate of pay for all actual hours worked in excess of 40 hours in a 5 day period.

I certify that any X Holiday,      Vacation,      Comp time,      Sick leave,      Annual leave,      Other (specify)                                 , shall be considered as time worked for calculating actual hours worked for above specified work period.

**CIVILIAN/NON-COMMISSIONED EMPLOYEES**

In accordance with Santa Fe County overtime policy/Union Contract, I certify that our civilian employees work week consists of 40 hours in a 5 day period.

**Overtime Premium Pay**

I certify that civilian employees shall become eligible to be compensated at one and one half (1 ½) times their regular rate of pay for all actual hours worked in excess of 40 hours in a 5 day period.

I certify that any X Holiday,      Vacation,      Comp time,      Sick leave,      Annual leave,      Other (specify)                                 , shall be considered as time worked for calculating actual hours worked for above specified work period.

Santa Fe County  
Full Name of Sub-recipient

  
Signature of Certifying Official

8-4-15  
Date

Robert A. Garcia, Sheriff, Santa Fe County  
Printed Name and Title of Certifying Official

  
Signature of Sub-recipient Program Representative

08-10-15  
Date

Lt. Scott McFaul, Operations Commander  
Printed Name and Title of Program Representative

  
Signature of Sub-recipient Fiscal Representative

8/11/15  
Date

Carole Jaramillo, Finance Director, Santa Fe County  
Printed Name and Title of Fiscal Representative

### Overtime Certification

GMB Certification 5  
08.02.2011



NEW MEXICO DEPARTMENT OF PUBLIC SAFETY  
GRANTS MANAGEMENT BUREAU

Overtime Certification

On behalf of Rio Arriba County, I as the Certifying Official certify that I have read, understand and agree to abide by all of the conditions for Overtime Pay as set forth in the current rules of the Fair Labor Standards Act (FLSA) regulations, the OJP Financial Guide and the GMB Financial Guide.

**LAW ENFORCEMENT OFFICERS/COMMISSIONED EMPLOYEES**

In accordance with Rio Arriba County overtime policy/Union Contract/Bargaining Agreement, I certify that our law enforcement officers work week consists of 80 hours in a 14 day period.

**Overtime Premium Pay**

I certify that law enforcement officers shall become eligible to be compensated at one and one half (1 ½) times their regular rate of pay for all actual hours worked in excess of 80 hours in a 14 day period.

I certify that any      Holiday,      Vacation,      Comp time,      Sick leave,      Annual leave,      Other (specify)                                 , shall be considered as time worked for calculating actual hours worked for above specified work period.

**CIVILIAN/NON-COMMISSIONED EMPLOYEES**

In accordance with Rio Arriba County overtime policy/Union Contract, I certify that our civilian employees work week consists of 80 hours in a 14 day period.

**Overtime Premium Pay**

I certify that civilian employees shall become eligible to be compensated at one and one half (1 ½) times their regular rate of pay for all actual hours worked in excess of      hours in a      day period.

I certify that any      Holiday,      Vacation,      Comp time,      Sick leave,      Annual leave,      Other (specify)                                 , shall be considered as time worked for calculating actual hours worked for above specified work period.

Rio Arriba County  
Full Name of Sub-recipient

James D. Lujan  
Signature of Certifying Official

8/4/15  
Date

James D. Lujan, Sheriff  
Printed Name and Title of Certifying Official

[Signature]  
Signature of Sub-recipient Program Representative

0870-15  
Date

Lt. Scott McFaul, Operations Commander  
Printed Name and Title of Program Representative

[Signature]  
Signature of Sub-recipient Fiscal Representative

8/4/15  
Date

Tomas Campos, County Manager  
Printed Name and Title of Fiscal Representative

### Overtime Certification

**LAW ENFORCEMENT OFFICERS/COMMISSIONED EMPLOYEES**

### Overtime Premium Pay

**DEPARTMENT OF PUBLIC SAFETY  
JAG GRANT FUNDED POSITIONS  
JOB DUTIES QUESTIONNAIRE**

**I. INITIAL INFORMATION**

Name:	Diana M. Lovato		
Employer's/Regional Program Name:	Santa Fe County / Region III Multi-Jurisdictional Drug Task Force		
Job Title:	Administrative Assistant		
Total Hours Worked Per Week:	40	% of Position Proposed to be Funded from JAG Grant Funds:	100%

**II. MAJOR PRODUCTS/OUTCOMES OR SERVICES POSITION IS ESTABLISHED TO ACHIEVE:** List the major job assignments the position is responsible for. For each major area, list the major tasks required to produce the end product, service or outcome. Typically, the major job assignments of a position can be expressed in 4 to 6 statements. Also note the approximate percentage of time devoted to each job assignment.

<b>Job Assignment Area #1 - Major product or service to be provided or outcome to be achieved: Compliance by Region III Multi-Jurisdictional Drug Task Force of guidelines, policies, and procedures as related to the Edward Byrne Memorial Justice Assistance Grant (JAG) Program</b>	<b>% of Time Spent on JAG Activities</b>	<b>% of Time Spent On Activities Funded from Other Sources</b>
Major Tasks/Activities performed to produce product/service/outcome:		
1. Administered \$116,007 Annual 2014 JAG Budget.	(100)	
2. Assist Program Manager in determining necessary funds for personnel and operational costs to submit with JAG Application.	3	
3. Prepare Budge Detail Worksheets for JAG Application.	3	
4. Assist Program Manager in assembling and submitting the Annual JAG Proposal to obtain funding.	3	
5. Prepare necessary Resolution / Memo for the Board of County Commission to have awarded monies approved and budgeted (working with Santa Fe County Budget Analyst).	1	
6. Prepare Line Item Adjustments / Internal Bars for JAG and Santa Fe County.	1	

<b>Job Assignment Area #2 - Major product or service to be provided or outcome to be achieved: Compile, process, and submit for reimbursement expenditure reports to DPS Grants Management Bureau / JAG Program</b>	<b>% of Time Spent on JAG Activities</b>	<b>% of Time Spent On Activities Funded from Other Sources</b>
Major Tasks/Activities performed to produce product/service/outcome:		
1. Maintain Database for tracking expenditures.	20	
2. Prepare Purchase Requisitions and submit to Santa Fe County for Purchase Orders.	10	
3. Compile and submit invoices for payment.	10	
4. Process Monthly Expenditure Reports verified by Santa Fe County Finance and review for accuracy and correlation to Region III Reimbursement Reports.	20	
5. Submit Requests for Payment to Santa Fe County for required signatures and signed Requests to Grants Management Bureau for approval .	1	
6. Collect Data for PMT, utilizing Case Log Book and Discussing cases with Progreem Manager, Sergeants and Agents to submit quarterly to Grants Management Bureau.	3	

<b>Job Assignment Area #3 - Major product or service to be provided or outcome to be achieved: Serve as the office point-of-contact for the JAG Program</b>		<b>% of Time Spent On Activities Funded from Other Sources</b>
Major Tasks/Activities performed to produce product/service/outcome:		
1. Provide Program Manager with an across-the-board overview of day-to-day activities of the JAG Program.	3	
2. Interact with Program Manager, Sergeant(s), and Agent(s) to determine program costs; overtime, equipment needs, and supplies.	3	
3. Responsible for maintaining database detailing bank account deposits and draw downs for JAG Contingency Funds, ensuring accuracy of balances.	3	
4. Maintain spreadsheets and original source documents for Contingency Funds (1) issued to Agents, and (2) paid to confidential informants.	2	
5. Maintain Case Report Files.	2	
6. Answer Region III telephone, document incoming "tips" and forward to appropriate personnel.	2	

<b>Job Assignment Area #4 - Major product or service to be provided or outcome to be achieved: Process and Submit Application for Transfer of Federally Forfeited Property (DAG -71) Forms</b>	<b>% of Time Spent on JAG Activities</b>	<b>% of Time Spent On Activities Funded from Other Sources</b>
Major Tasks/Activities performed to produce product/service/outcome:		
1. Maintain Database for tracking expenditures on Department of Justice, Equitable Sharing	2	
2. Prepare Purchase Requisitions and submit to Santa Fe County for Purchase Orders.	2	
3. Compile and submit invoices for payment.	2	
4. Assist Operations Commander in submitting Yearly Certification to the Department of Justice of expended awarded monies.	1	
5.		
6.		

<b>Job Assignment Area #5 - Major product or service to be provided or outcome to be achieved: Provide administrative support to the Region III Executive Board</b>	<b>% of Time Spent on JAG Activities</b>	<b>% of Time Spent On Activities Funded from Other Sources</b>
Major Tasks/Activities performed to produce product/service/outcome:		
1. Disseminate Executive Board Quarterly Meeting notices.	1	
2. Transcribe Meeting Minutes.	1	
3. Provide copies of prior Minutes, and any other required documents to participants.	1	
4.		
5.		
6.		

**III. EMPLOYEE/PREPARER SIGNATURES**

*I certify that the entries herein are, to the best of my knowledge, accurate and complete.*

Please Print

Name: Diana M. Lovato

Date:

8/19/15

Signature:

Diana M. Lovato

If prepared by an individual other than the incumbent, please complete:

Preparer's

Name:

Preparer's

Signature:

Preparer's

Title: