

Sub-Recipient Name: County of Santa Fe
Sub-Grantee Agreement Number: 15-JAG-REG3-FFY18
Award Amount: \$15,107
Sub-Recipient DUNS number: 053297131
Grant Term: October 1, 2017 – September 30, 2018

2015 Edward Byrne Memorial Justice Assistance Grant (JAG) Award

This Agreement made effective October 1, 2017, 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 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. 3750) (CFDA #16.738) is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multi-jurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures; and

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

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

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

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

SECTION ONE: PURPOSE

JAG funds may be used for state and local initiatives, technical assistance, training, personnel, 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 2017 JAG award is as follows:

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

Award Date: August 31, 2015

Amount Awarded: \$1,537,777.00

Total Sub-Recipient Pass through: \$646,422.00

Federal Award Identification Number: 107000275

CFDA #16.738

SECTION TWO: SCOPE OF WORK

1. The Sub-grantee agrees that it shall implement its program as detailed in their submitted 2017 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 identify, quantify and respond to emerging heroin, cocaine, and methamphetamine drug problems within Region III utilizing Covert Narcotic operations and investigations utilizing intelligence, undercover buys, and confidential informants**
 - To reduce the amount of heroin, cocaine, and methamphetamine trafficking by conducting investigations resulting in seizures in Santa Fe and Rio Arriba Counties.
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, 2017, and shall terminate on September 30, 2018.
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 \$15,107.
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). In addition, Quarterly Progress Reports must be submitted quarterly for the DEAC Budget & Funding Sub-Committee's review prior to each DEAC meeting. 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 and DEAC Quarterly 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 1st – December 31st, Progress Report due January 15th
 - Quarter 2: January 1st – March 31st, Progress Report due April 15th
 - Quarter 3: April 1st – June 30th, Progress Report due July 15th
 - Quarter 4: July 1st - September 30th, Progress Report due October 15th
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). 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).
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. 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.

9. 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).

10. 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>.

11. 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>.

12. 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.

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.

13. 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.

14. 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.

15. 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. 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).

16. Comply with the Safe Streets Act

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

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

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

17. 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.

18. Ensure the Compliance of Sub-recipients

SAAAs 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, SAAAs 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.

19. 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.

20. Neither indirect or administrative costs are authorized under this Sub-grantee agreement and will not be reimbursed.

21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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
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

Additional information is available from the DOJ OIG website at: www.usdoj.gov/oig

27. 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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>.
34. 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.
35. 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.
36. 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.

37. 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.
38. 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.
39. 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.

40. 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.
41. 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>.
42. 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.
43. 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.
44. 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.
45. 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. 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.
46. 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.

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

52. 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

1. 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.
2. 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

1. 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/>.
2. The Bureau, by written notice to the Sub-grantee, shall have the right to change and/or correct this Agreement, if at any time, in the judgment of the Bureau the provisions of this Agreement require the Bureau to do so.
3. The Bureau, by written notice, has the right to deny any amendment or budget modification request.
4. If any provision of this Agreement is held to be invalid, illegal, void, or otherwise unenforceable by a court of competent jurisdiction, such provision may be revised by the Parties, 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	Andrea Hawkins
807 7 th Street NW	State Policy Advisor
Washington, DC 20531	
Telephone: (202)307-0690	Telephone: (202)514-3904
Email: askOCR@usdoj.gov	Email: Andera.hawkings@ojp.usdoj.gov

STATE ADMINISTERING AGENCY

Department of Public Safety	Talal Saint-Lôt, Management Analyst
4491 Cerrillos Rd.	4491 Cerrillos Rd.
Santa Fe, New Mexico 87504	Santa Fe, New Mexico 87504
	Telephone: (505)827-9116

SUB-GRANTEE REPRESENTATIVES

Stephanie Clarke, Finance Director	Robert A. Garcia	Scott McFaul
142 W. Palace Ave	35 Camino Justicia	35 Camino Justicia
Santa Fe, NM 87501	Santa Fe, NM 87508	Santa Fe, NM 87508
Telephone: (505)995-2780	Telephone: (505) 986-2456	Telephone: (505) 986-2456
Email: ssclarke@santafecountynm.gov	Email: rgarcia@santafecountynm.gov	Email: ScottM.McFaul@state.nm.us

SECTION TWELVE: AUTHORIZATION OF EXPENDITURES

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States if federal funds are involved, or the State Legislature if State funds 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)
 - d. Overtime Certification (Certification 4)

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.

New Mexico Department of Public Safety

2017 Edward Byrne Memorial Justice Assistance Grant

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

SUB-GRANTEE:

SSW
12/21/17
Fincher Director

Approved as to form

Santa Fe County Attorney

By: *Patrick R. [Signature]*Date: *12-20-17*

By: *[Signature]*
Signature of Certifying Official

Date: *12.21.17*

TONY FLORES
Printed Name

DEPUTY COUNTY MANAGER
Title

By: *[Signature]*
Program Agency Director

Date: *12-19-17*

ROBERT A. GARCIA
Printed Name

Sheriff
Title

DEPARTMENT OF PUBLIC SAFETY:

By: *[Signature]*
Signature of Cabinet Secretary/Awarding Official

Date: *1/5/18* *SW*

Scott Weaver
Printed Name

*After Meeting DOJ Financial Justice
Director*

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

By: *Elizabeth Trickey*
General Counsel
Elizabeth Trickey
Printed Name

Date: *12-18-17*