

AMENDMENT-LINCOLN COUNTY DWI PREVENTION PROGRAM

SUB-GRANT AGREEMENT

THIS SUB-GRANT AGREEMENT made and entered into by and between Village of Ruidoso, acting as fiscal agent for the Lincoln County/Ruidoso DWI Program, herein after referred to as the **COUNTY**, and the Department of Public Safety, State of New Mexico, acting through the Grant Management Bureau (GMB), Post Office Box 1628, 4491 Cerrillos Rd., Santa Fe, New Mexico, 87507, hereinafter referred to as the **SUB-RECIPIENT**.

WHEREAS, this Sub-grant Agreement is made by and between the County and the Sub-recipient, pursuant to the authority of the Local DWI Program Act, Sections 11-6A-1, et seq., NMSA 1078 (hereinafter referred to as the **THE LDWI GRANT**).

WHEREAS, the provisions of the Grant require the County to provide funding to Law Enforcement for overtime funding (Personnel-Services) to enforce the New Mexico DWI laws to reduce the incidences of alcohol-involved crashes.

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

ARTICLE I - SCOPE OF WORK

- A. The Sub-recipient agrees to conduct saturation patrols, sobriety checkpoints and/or alcohol education and underage drinking prevention at locations in Lincoln County where such activities are needed.
- B. The Sub-recipient agrees to make no change in the Program Description herein described without first submitting a written request to the County and obtaining the County's written approval of the requested change.
- C. The Sub-recipient shall provide all the necessary qualified personnel, material, and facilities to implement the program described herein.

ARTICLE II - TERM

- A. This Sub-Grant Agreement shall become effective July 1, 2023 or soon thereafter as approved by the respective parties. **This Sub-grant Agreement shall terminate on May 31, 2024.**
- B. In the event that, due to unusual circumstances, it becomes apparent that this Sub-grant Agreement cannot be brought to full completion within the time period set forth in Article II, Paragraph A, the Sub-recipient shall notify the County in writing at least forty-five (45) calendar days prior to the termination date of this Sub-grant Agreement.

ARTICLE III - REPORTS

- A. Periodic Reports
 - 1. In order that the County may adequately evaluate the progress of the Sub-grant Program, the Sub-recipient shall provide DFA/Local Government Division LDWI Program Activity Reports to the County. These Reports shall contain a description of the work accomplished to date, to include a breakdown of statistics by month, the number of saturation patrols/checkpoints conducted, and number of officers participating in each activity.
 - 2. One (1) original of said Report(s) shall be submitted to the Lincoln County DWI Program for review and approval no later than 1- October 15, 2023; 2- January 15, 2024; 3- April 15, 2024 and May 15, 2024.

- B. Annual Project Report (APR)
1. The Sub-recipient shall submit to the County one (1) original summary report in narrative format.
 2. The Report shall include all of the information listed in Article III, Paragraph A.1, for the entire term of the agreement and shall include sufficient detail to evaluate the effectiveness of the Program.

ARTICLE IV - COMPENSATION AND METHOD OF PAYMENT

- A. In consideration of the Sub-recipient's satisfactory completion of all work and services required to be performed under the terms of this Sub-grant Agreement, and in compliance with all other Sub-grant Agreement terms herein stated, the County shall reimburse the Sub-recipient a sum not to exceed six thousand dollars \$6,000

All reimbursements shall be sent to the Department of Public Safety, Finance Bureau, Attention to: Amber Rea Quintana, P. O. Box 1628, Santa Fe, NM 87507-1628.

The Sub-recipient shall provide a match-in-kind of \$0.00 to carry out the program. The funds are to be expended in accordance with the Proposed Budget, attached hereto and hereby incorporated into the agreement. It is understood and agreed that the Sub-recipient's expenditure of these monies shall not deviate from the line items of said budget without the prior written approval of the Bureau.

- B. The Funds set forth in Paragraph A above shall constitute full and complete reimbursement of monies to be received by the Sub-recipient from the County.
- C. It is understood and agreed that should any portion of the funds awarded hereunder by the County to the Sub-recipient for the purpose designated herein remain unexpended at the end of the Sub-grant Agreement period, said portion of funds shall revert to the County for disposition.
- D. **All reimbursements shall be made upon an actual cost reimbursement basis.** The Sub-recipient shall submit a completed Department of Public Safety (DPS) Invoice for Services form along with a DPS Budgeted Expenditure Report and a DPS Payroll Register Reports, for each quarter set forth in Paragraph 3A, sub-paragraph 2.

ARTICLE V - MODIFICATION AND TERMINATION

- A. The County, by written notice to the Sub-recipient shall have the right to terminate this Sub-grant Agreement if, at any time, in the judgment of the County the provisions of this Sub-grant Agreement have been violated or the activities described in the Program Description do not progress satisfactorily. In this event, the County may demand refund of all or part of the funds dispersed to the Sub-recipient.
- B. The Parties may modify any and all terms and conditions of the Sub-grant Agreement only by mutual agreement in writing between the Sub-recipient and the County.

ARTICLE VI - CONDITIONS OF AWARD

- A. This Sub-grant Agreement is contingent upon sufficient appropriations and authorizations being made by the New Mexico State Department of Finance and Administration, Local Government Division LDWI Grant. If sufficient appropriations and authorizations are not made by the LDWI Grant, this Sub-grant Agreement shall terminate upon written notice being given by the County to the Grantee. The County is expressly not committed to the expenditure of any funds until such time as they are

programmed, budgeted, encumbered and approved. The County's decision as to whether its funds are sufficient for fulfillment of this Sub-grant Agreement shall be final.

- B. Commencement within 60 days. If a project is not operational within sixty (60) days of the original starting date of the grant period, the Sub-recipient shall report in writing to the County the steps taken to initiate the program, the reasons for delay, and the expected starting date.
- C. Operational within 90 days. If a program is not operational within ninety (90) days of the original starting date of the Sub-grant period, the Sub-recipient shall submit a second report in writing, to the County explaining the implementation delay. Upon receipt of the 90-day letter, the County may cancel the program and distribute the funds to other program areas.
- D. Sub-grant recipient is required to submit a Program Description (attached) to the County outlining Program activities to be conducted.
- E. Sub-grant recipient is required to submit at a minimum quarterly a Request for Reimbursement with corresponding documentation and a Program Expenditure Report.
- F. Sub-grant recipient is required to obtain prior approval from the County prior to re-programming overtime money.

ARTICLE VII - CERTIFICATION

The Sub-recipient hereby assures and certifies that it shall comply with State and Federal regulations, policies, guidelines and requirements with respect to the acceptance and use of funds for this program. Also, the Sub-recipient hereby assures and certifies with respect to this Sub-grant that:

- A. Funds made available under this Sub-grant shall not be used to supplant state or local funds.
- B. Fund accounting, auditing, monitoring, and such evaluation procedures as necessary to keep records, as the County requires, shall be provided to assure fiscal control, property management, and effective disbursement of funds received;
- C. The Sub-recipient assures that it shall comply, and all its Sub-grantees and contractors shall comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; Title II of the Americans 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 Amendment of 1972; the Age Discrimination Act of 1975; and the Department of Justice Non- Discrimination Regulations, 28 CFR Part 35 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;
- D. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient shall forward a copy of the finding to the County and the Office of Civil Rights Compliance of the Office of Justice Programs, U.S. Department of Justice, 810 7th St. N.W., Washington, D.C. 50231;
- E. The Sub-recipient shall, if required, formulate an Equal Employment Opportunity Program (EEOP) in accordance with 28 CFR 42.301, et. Seq., and submit a certification to the County that the Sub-recipient has a current EEOP on file which meets the requirements therein;
- F. The Sub-recipient shall comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35 and 42, Non-Discrimination Equal Employment Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures;

- G. The Sub-recipient shall finance its share, if any, of the costs of the program, including all program overruns;
- H. The Sub-recipient shall submit all program-related contracts, subcontracts, agreements, and subsequent amendments to the County for review and approval prior to execution;
- I. The Sub-recipient shall adhere to all financial and accounting requirements of the New Mexico Department of Public Safety;
- J. No member, officer, or employee of the Sub-recipient, or its designees or agents, and no other public official who exercises any functions or responsibilities with respect to the program during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the program assisted under the Sub-grant, and the Sub-recipient shall incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this certification;
- K. The Sub-recipient assures that an in-kind match is made available if applicable;
- L. The Sub-recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations." In conjunction with the beginning date of the award, the audit report period of the state or local government entity to be audited under the single audit requirement is **July 1, 2023** to **May 31, 2024**. The submission of the audit report shall be as follows:
 - 1. Submit the audit report no later than **December 15, 2024** and for each audit cycle thereafter covering the entire award period as originally approved or amended. Subsequent audits shall be submitted no later than nine (9) months after the close of the Sub-recipient's organization's audit fiscal year.
 - 2. Submit the management letter with the audit report.
 - 3. Submit the Corrective Action Plan with the audit report when there are findings and recommendations disclosed in the audit report.

ARTICLE VIII - RETENTION OF RECORDS

- A. The Sub-recipient shall keep all records that will fully disclose the amount and disposition of the total funds from all sources budgeted for the Sub-grant Agreement period, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the County shall prescribe. Such records shall be preserved for a period of not less than six (6) years following completion of the project.

ARTICLE IX - SPECIAL TERMS AND CONDITIONS

THE SUB-RECIPIENT DOES HEREBY AGREE that only New Mexico State Police Commissioned Officers and communications support personnel shall perform any program services (scope of work);

In addition, the SUB-RECIPIENT agrees to not obligate Sub-grant or match funds following the close of the Sub-grant and to submit all requests for reimbursement to the Village of Ruidoso by May 15, 2024.

ARTICLE X - GRANTEE REPRESENTATIVE

- A. The Sub-recipient hereby designates the persons listed below as the official Sub-recipient Representatives responsible for overall fiscal and programmatic supervision of the approved program.

Fiscal Representative
Address: Village of Ruidoso
313 Cree Meadows Dr
Ruidoso, NM 88345
Phone: 575-258-4343

Program Representative
William Hanson
Address: Village of Ruidoso
313 Cree Meadows Dr
Ruidoso, NM 88345
Phone: 575-257-7483

THEREFORE, the Sub-recipient and the County do hereby execute this Sub-grant Agreement. The term of the agreement as stated in Article II is from July 1, 2023 through May 31, 2024. The Agreement is executed upon the signature of the Department of Public Safety Cabinet Secretary.

THIS SUB-GRANT AGREEMENT has been approved by:

**SUB-RECIPIENT:
DEPARTMENT OF PUBLIC SAFETY
GRANTS MANAGEMENT BUREAU:**

By: _____
Cabinet Secretary

Date

By: _____
NMDPS General Counsel

LINCOLN COUNTY

By: _____
Mayor Lynn D. Crawford
Address: Village of Ruidoso
313 Cree Meadows Dr
Ruidoso, NM 88345
Phone: 575-258-4343

Date

Attested by: _____
Jini S. Turri, Village Clerk

Date

PROGRAM DESCRIPTION

Name of Sub-grantee: DEPARTMENT OF PUBLIC SAFETY/NEW MEXICO STATE POLICE

Sub-grant Number: xxxxx IF known

Sub-grant Amount: \$6,000.00

AGREED TO TERMS WITH LOCAL NMSP DISTRICT

GRANT PROGRAM BUDGET SUMMARY

APPLICANT: Department of Public Safety, New Mexico State Police

EXPENDITURE BY CATEGORY	GRANT FUNDS	MATCH- IN-KIND	TOTAL BUDGET
PERSONNEL SERVICES – 200	\$6,000.00	\$0.00	\$6,000.00
BENEFITS	\$0.00	\$0.00	\$0.00
CONTRACTUAL SERVICES - 300	\$0.00	\$0.00	\$0.00
OTHER COSTS - 400	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00

ADMINISTRATIVE COSTS			
VEHICLE TRANSPORTATION COSTS	\$0.00	\$0.00	\$0.00
TOTAL REVENUE	\$6,000.00	\$0.00	\$6,000.00