RESOLUTION 2024- 172 SANTA FE COUNTY

A RESOLUTION REQUESTING AUTHORIZATION TO MAKE THE BUDGET ADJUSTMENT DETAILED ON THIS FORM

Whereas, the Board of County Commissioners meeting in regular session on December 9, 2024 did request the following budget adjustment:

Departn	Department / Division			CSD/DWI	ļ	
Budget	Budget Adjustment Type (drop down):	(drop down):	Other		Fiscal Year: <u>2025 (July 1, 2024 - June 30, 2025)</u>	2024 - June 30, 2025)
BUDGE	BUDGETED REVENUES: (use continuation sheet, if necessary)	S: (use continu	ation sheet,	f necessary)		
				LINE BESCHLITTON	INCHEASE	DECREASE
241	0479	371	04-00	LDWI Special Grant		
241	0404	385	00-00	Alcohol Programs Fund Budget	196.142	
Total					\$ 102 143	6
RIDGE	TED EXPEND	TTIDES.				34,000
		II ONES. (II	se continuati	Property Received and Livery of the Continuous for the Continuous Continuous Received to the Continuou		
				LINE BENCHETTON	15 13 12 KI	PECREASE
241	0479	464	30-03	In-State Travel		JANOWY III
241	0479	464	30-04	Out-of-State Travel		
241	0479	464	50-03	Professional Services	150 000	
241	0479	464	70-37	Printing/Publishing/Advertising	3,000	
241	0303	482	80-03	Funinment & Machinery		
241	0484	464	50-03	Professional Services	9300	6,216
Total					\$ 168.358	3169
Requestin	Requesting Department Approval: LeAnne Rodriguez	proval: LeAni	ne Rodrig	Juez Title: DWI Program Manager Date: 10/23/2024		Log # 25
Capital/G	Capital/Grants Approval:			Date:		
Finance I	Finance Dept Approval:	Mon Ster	}	Date: 12/3/2024	Entered by: Date	Date
County M.	County Mgr Approval:	Y		Date: 13/6/3034	Updated by:	Date:
			H	CEPAR RECORDED 4/40/40/49	050	

2FC CI.FRK RFC0RDFD19/10/9094

SANTA FE COUNTY RESOLUTION 2024- 142

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT

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

-	Please summs	arize the requ	est and its p	Please summarize the request and its purpose in the area below.			
	Local DWI (LDW	I) funds provid	de a majority	Local DWI (LDWI) funds provide a majority of the funding for the Santa Fe County DWI Program. These funds are generated from excise taxes on the sale of	ogram. Thes	e funds are generated from exci	se taxes on the sale of
	alcohol, collected	by the New Me	exico Depart	alcohol, collected by the New Mexico Department of Taxation and Revenue, and administered by DFA pursuant to Sections 11-6A-1 through 11-6A-6 NMSA	ed by DFA pu	Swant to Sections 11-6A-1 throi	ise taxes on the sale of
	1978 and Regulation	ons 2.110.4 NN	MAC. The S	1978 and Regulations 2.110.4 NMAC. The Special Application Grant program allows Santa Fe County to apply for LDWI funds reverted to DFA by the local	Fe County to	apply for LDWI funds reverted	to DFA by the local
	governments' DW.	I programs. Fo	or Fiscal Yea	governments' DWI programs. For Fiscal Year 2025, Santa Fe County was awarded \$166,000 of these reverted funds on October 2, 2024. County Staff developed	0 of these reve	rted funds on October 2, 2024.	County Staff developed
	the application and	incorporated	suggestions f	the application and incorporated suggestions from staff and the DWI Planning Council. The DWI Planning Council endorsed this Resolution.	DWI Planning	Council endorsed this Resoluti	ion.
	E	:					
	I ne LDWI Special	Application g	grant funds ne	The LDW1 Special Application grant funds need to be expended by June 30, 2025. The LDWI Special Application grant requires matching funds equivalent to	VI Special Ap	plication grant requires matching	g funds equivalent to
	10% of the award equaling \$17,000, which	equaling \$17,0	00, which is	is funded by teen court and DWI fees.			•
	While in the managed			:			
	Application grant b	ss of budgeting rut no expendit	gune numas re tures. As a ra	Application grant but no expenditures. As a result, the estimated revenue was improperly used to support DWI Prevention program.	revenue amou ed to support I	int of \$200,000 was entered for i	the LDWI Special
•						Recurring	Non-Recurring
7	Is this	Budget Action	n for a Recu	Is this Budget Action for a Recurring or Non Recurring Expense(one-time)			X
,						Yes	No
~		Doe	Does this reque	quest impact a revenue source?			X
	A To this a Ct. t.						
	A. 18 this a State Special Appropriation	Special Appl	ropriation?	n? If Yes, cite Statute and attach a copy			X
	D. Deserte:			1			
	D. Does this include state or tederal funds? if a special appropriation, or include grant na copy of a award letter and proposed budget.	ude state or t priation, or in etter and prop	rederal fund sclude grant posed budge	inds? If YES, please cite and attach a copy of statute, ant name, number, award date and amount, and attach a dget. FY25-D-G-27 DWI Special Application Grant	of statute, nd attach a Grant	×	
	C. Is this request a result of Commission action?	a result of Co	ommission	action? If YES, please cite and attach a copy of	opy of		
	supporting docum	nentation (1.e.	. Minutes, R	supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.)			X
	D. Is a match required? If Yes, please	uired? If Yes	s, please ide	identify funding source in the line below.		×	
	PLE	PLEASE PROVIDE THE	DE THE LI	LINE ITEM OF THE MATCH BELOW		4 :	
	I NEW KILWEST			CATTGOORY / LANK STEEK		E STATE OF THE STA	RUD (25 1 KD (D) THE DOWN
241	1 409	464	1026	Salary and Wages			
241	1 406	464	5003	Professional Services			
241	1 406	464	6007	6007 Operational Supplies		2,000	
Total							
					٦.	3 17,000	-
			2. 4	K RECORDED12/10/202		SFC	

SANTA FE COUNTY RESOLUTION 2024-

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

Approved, Adopted, and Passed This Ath Day of December

Santa Fe Board of County Commissioners

Hank Hughes, Chairperson

Katharine E. Clark, County Clerk

STATE OF NEW MEXICO COUNTY OF SANTA FE

BCC RESOLUTIONS PAGES: 23

Record On The 10TH Day Of December, 2024 at 02:02:15 PM I Hereby Certify That This Instrument Was Filed for And Was Duly Recorded as Instrument # 2048547

Of The Records Of Santa Fe County

Katharine E. Clar County Clerk, Santa Fe, NM Witness My Hand And Seal Of Office

SFC CLERK RECORDED12/10/2024

WWW. KYICO

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

DWI GRANT AGREEMENT Program No. <u>25-D-G-27</u>

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

WITNESSETH:

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

WHEREAS, on October 2, 2024 the DWI Grant Council awarded the Grantee \$166,000.00 to support programs, services and activities to reduce the incidence of driving while intoxicated, alcoholism, and alcohol abuse in New Mexico ("Program"); and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLE I - SCOPE OF WORK

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

ARTICLE II - LENGTH OF GRANT AGREEMENT

- A. The term of this Grant Agreement shall become effective October 2, 2024 and will terminate on June 30, 2025.
- B. The General Appropriation Act of 2024, Section 3, General Provisions (C) states: "Amounts set out in Section 4 of the General Appropriation Act of 2024, or so much as may be necessary, are appropriated from the indicated source for expenditure in the fiscal year 2025 for the objects expressed". Per Section 11-6A-6(E) of the Act, any unexpended funds at the end of a fiscal year revert to the Local DWI Grant Fund.

ARTICLE III - REPORTS

A. Evaluation

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

B. Progress Reports

- 1. In order that the Division may adequately evaluate the progress of the Grant Agreement, the Grantee shall provide periodic quarterly Progress Reports to the Division. The Progress Reports shall contain a narrative and/or bulleted highlights of successes and challenges, a detailed budget breakdown of expenditures to date which includes expenditure back-up documentation, a summary of screening fees collected and/or expended, the DWI Screening Program Quarterly Report, the MDS Quarterly Report, LDWI Planning Council meeting agendas and minutes, attached hereto as Exhibit "B" (Quarterly Progress Report and Certification), and such other information following the objectives of the Grantee's evaluation as may be of assistance to the Division in its evaluation. The first quarterly Progress Report is due January 31, 2025.
- 2. Grantee assures that Progress Reports submitted to the Division will not contain any "individually identifiable health information" in accordance with HIPAA.
- 3. One copy of the corresponding quarterly Progress Report shall be submitted to the Division no later than <u>January 31, 2025</u>, and <u>April 30, 2025</u> for review and comment.

C. Final Report

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

- Paragraph B(1) and B(2) for the fourth quarter. This requirement shall survive the termination of this Grant Agreement.
- 2. The Final Report and final reimbursement shall include sufficient detail to evaluate the effectiveness of each program component in the Program and shall be submitted no later than **July 10, 2025**.

D. Annual Report

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

ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of the Grantee's satisfactory completion of all work and services required to be performed under the terms of this Grant Agreement, and in compliance with all other Grant Agreement requirements herein stated, the Division shall pay the Grantee a sum not to exceed **One Hundred and Sixty Six Thousand Dollars and no Cents (\$166,000.00)**. The funds are to be expended in accordance with the proposed budget attached as Exhibits "C" and "C (1)", which by this reference are fully incorporated into this Grant Agreement. It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the line items of the budget without the prior written approval of the Division.
- B. It is understood and agreed that if any portion of the funds set forth in Paragraph IV (A) are not expended at the completion of this Grant Agreement period for the purpose designated in this Grant Agreement, the unexpended funds shall revert to the Division for disposition.
- C. All payments will be made on a reimbursement of actual cost basis upon receipt by the Division of individual quarterly Progress Reports accompanied by the following completed forms: Request for Payment Form, attached hereto as Exhibit "D" and "D(1)"; and Detailed Breakdown By Budget Line Item Form, including Screening Fees Collected, attached hereto as Exhibit "G." Request for Payment Forms shall specify all in-kind administrative costs and any capital expenditures.
- D. Payment shall be made only for those services specified in this Grant Agreement and not funded by any other public-entity funding source. The Grantee shall not bill the Division for the same service or services billed to another funding agency or source.

ARTICLE V - MODIFICATION AND TERMINATION

A. The Division, by written notice to the Grantee, shall have the right to immediately

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

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

ARTICLE VI - CERTIFICATION

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

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

E. It shall comply with the State Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978. All professional services, activities or programs provided through a service provider must be implemented through a professional service contract. The Grantee will submit all Program related contracts, and agreements to the Division for review and approval prior to execution. Amendments to existing contracts must also be submitted to the Division for review and approval prior to execution.

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

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

ARTICLE VII - RETENTION OF RECORDS

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

ARTICLE VIII - REPRESENTATIVES

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

Name: LeAnne Rodriguez

Title: DWI Program Coordinator

Address: 100 Catron Street

Santa Fe, NM 87501

Phone: (505)992-9831

Email: Irodriguez@santafecountynm.gov

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

Name: Judith Lovato

Title: DWI Program Manager

Address: Department of Finance and Administration

Local Government Division

Bataan Memorial Building, Suite 203

Santa Fe, NM 87501

Phone: (505)500-9866

Email: Judith.lovato@dfa.nm.gov

ARTICLE IX - SPECIAL CONDITIONS

- A. The Grantee shall budget and expend a minimum of 10 percent of the total DWI grant funding awarded for the twelve-month period in local match/in-kind monies. The Grantee shall not budget administrative expenses except as in-kind match pursuant to the DWI Grant Council's administrative policy. The Grantee hereby budgets Seventeen Thousand Dollars and No Cents (\$17,000.00) (10%) as its matching funds commitment.
- B. The Grantee shall not budget, nor at any time exceed, expenditures greater than **ten percent** of its overall grant funding for capital purchases incurred during the grant period.
- C. The Grantee shall submit to the Division written copies of the description of the **treatment program protocol**, for review and comment. All changes and modifications made to the treatment program, including its materials, shall be reported to the Division for its review and comment, as necessary.
- D. The Grantee shall submit to the Division written copies of the description of the **screening program protocol**, for review and comment. All changes and modifications made to the screening program, including its materials, shall be reported to the Division for its review and comment.

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

ARTICLE X - APPROPRIATIONS

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

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

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

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

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

THIS GRANT AGREEMENT has been approved by:

SANTA FE COUNTY	
12	
By:	10/18/2024
Authorized Signatory	Date
Gregory S. Shaffer, County Manager	Approved as to form by Roberta D. Joe, Assistant County Attorney for J.Y., Santa Fe County Attorney 10/17/2024

(Type or Print Name and Position Title)

DEPARTMENT OF FINANCE AND ADMINISTRATION LOCAL GOVERNMENT DIVISION

EXHIBIT "A"

PROGRAM DESCRIPTION

Name of Grantee: Santa Fe County

Grant No.: 25-D-G-27 Grant Amount: \$166,000.00

Grantee will provide DWI program activities in the following areas:

1. Community Wellness & Outreach

Programs and services in this component play a pivotal role in improving the community's health and safety by promoting knowledge, healthy practices, resilience, and well-being.

Prevention programs shall focus on the prevention of alcoholism, alcohol abuse, underage drinking, alcohol related domestic violence and DWI. Prevention activities funded with LDWI funds should be either evidence-based or promising activities. DWI programs must be able to document compliance with this requirement. Activities funded by LDWI will be shown to increase life skills and/or decrease risk factors that positively impact the rates of DWI and/or alcohol abuse through assessment, capacity, planning, implementation, and evaluation.

Overtime for law enforcement officers to support DWI operations such as sobriety checkpoints, directed patrols, warrant round ups and underage drinking enforcement may be supported through the LDWI program.

Teen Court is limited to \$40,000 of LDWI funds. All Teen Courts funded through the LDWI program must adhere to the Juvenile Adjudication Fund Guidelines, which can be found on the DFA website.

The LDWI funding supports evaluation of the progress and impact of this component.

2. Treatment

The LDWI funding supports outpatient and/or jail-based treatment services for offenders with alcohol related convictions. LDWI funds may also support preventative treatment services and education for any community member. All treatment services shall reduce the incidence of DWI, alcoholism, alcohol abuse, alcohol misuse and alcohol-related domestic violence.

Treatment providers must be licensed to practice in the State of New Mexico and must follow evidence-based treatment practices. The Children, Youth and Families Department (CYFD) has the statutory authority to oversee the Court Ordered Domestic Violence Offender Treatment and Intervention Programs (DVOTI). Any LDWI program funds used to supplement county DVOTI programs must adhere to the CYFD rule on DVOTI's, NMAC 8.8.7. DVOTI funded programs/personnel must participate in LDWI Planning Council meetings and coalition meetings.

The LDWI funding supports evaluation of the progress and impact of this component.

3. Alternative Sentencing

LDWI funds support alternatives to traditional incarceration including, screening, compliance monitoring, tracking, alcohol or electronic monitoring, and Problem-Solving Courts.

The LDWI funding requires all programs to use the DFA-approved screening to addresses all municipal, metropolitan, district, and magistrate court referrals related to DWI. The program must use screening fees to self-fund the screening costs to the fullest extent possible. The screening shall not be administered by an alcoholism treatment program serving the judicial districts involved in order to avoid conflict of interest or screening bias. See NMSA 1978, § 43-3-11(D).

LDWI funds may support compliance monitoring/tracking of alcohol related offenders to assist courts in the monitoring of compliance with court-imposed sentencing (i.e., screening, treatment, ignition interlock, DWI School, etc.). All programs must use the DFA approved tracking instrument. Programs that fund misdemeanor compliance programs must follow the Misdemeanor Compliance Program Guidelines issued by the Administrative Office of the Courts (AOC).

LDWI funds may support electronic monitoring, alcohol monitoring, community custody programs, community service programs, and Problem-Solving Courts, including DWI Court. All Problem-Solving Courts must follow AOC specialty court guidelines.

The LDWI funding supports evaluation of the progress and impact of this component.

4. Program Administration

The LDWI funds support all costs related to the DWI Coordinator and program related administrative staff that are not already accounted for in another component. This can include, but is not limited to, oversight and operation of all LDWI program efforts, monitoring of all activities, budgeting, planning and funding requests, and submission of all required financial and program reports.

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

Grantee:	_	Quarter:	
To be completed by DWI Coordi	nator	To be completed by LDWI Program Manager	
~Complete and submit electronically in qu	arterly report~		
Grant:Exhibit D & D(1)Exhibit GExhibit G In-KindBackup Documentation		Grant: Received complete:Exhibit D & D(1)Exhibit GExhibit G In-KindBackup Documentation	
Distribution:Exhibit F & F(1)Exhibit GExhibit G In-KindBackup DocumentationBackup Documentation of screening fees college.	ected & spent	Distribution: Received complete: Exhibit F & F(1) Exhibit G Exhibit G In-Kind Backup Documentation Backup Documentation of screening fees collected & spent	SFC
Planning Council Meeting Agenda and Minu Planning Council Meeting Sign in Sheet(s)	tes (Signed)	Planning Council Meeting Agenda and Minutes (Signed) Planning Council Meeting Sign in Sheet(s)	CLERK
Successes/Challenges		Successes/Challenges	Ŕ
Evaluation Update Narrative		Evaluation Update Narrative	-
~COMPLETE IN NOBLE~		~REVIEW IN NOBLE~	哥
Enter Law Enforcement activities in MDS Enter Prevention information in MDS Review MDS Report in NOBLE		Review MDS Report Law Enforcement Prevention	RECORDED1
Review Database Quarterly Report in NOBLE	,	Review Database Quarterly Report	끌
Review and confirm active users in NOBLE		Active users in NOBLE confirmed	ज़ं
for by locally implemented policies and cor	ntrols; no "individuand that to the best of r		μο/2024
		Date	
County/City Official Signature	Print Name	Date	
I certify that		USE ONLY attached documents for accuracy.	
LDWI Program Manager Signature	Print Name	Date	

Exhibit C

Local DWI Grant Program Revenue/Expenditure Summary

Grantee

Santa Fe County

Total Grant

Grant No.: 25-D-G-27

\$166,000.00

REVENUES BY SOURCE		EXPENDITURES BY	Grant	In-Kind Match**	TOTAL
		PROGRAM			
Local DWI Program Grant	166,000.00	Personnel Services	0.00	5,000.00	5,000.00
Eddar Davi i Togram Gram	,	Employee Benefits	0.00	0.00	0.00
In-Kind Match:		Travel (In-State)	5,000.00	0.00	5,000.00
Program Generated Fees	12,000.00	Travel (Out-of-State)	8,000.00	0.00	8,000.00
County	5,000.00	Supplies	0.00	2,000.00	2,000.00
City	5,000	Operating Costs	3,000.00	0.00	3,000.00
Judicial/Courts		Contractual Services	150,000.00	10,000.00	160,000.00
Other (list):		Minor Equipment	0.00	0.00	0.00
Other (list).		Capital Purchases*	0.00	0.00	0.00
					<u></u>
TOTAL REVENUES	183,000.00	TOTAL EXPENDITURES	166,000.00	17,000.00	183,000.00

Administrative is allowed only as In-Kind Match

10%= 16,600.00

Revised: July 2024

^{*}Capital purchases must have prior approval from DFA/LDWI.

^{**} In-Kind Match must be at least 10% of Grant Expenditure total

Exhibit C (1)

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

Grant:

 Community Wellness & Outreach
 Budget

 Treatment
 158,000.00

 Alternative Sentencing
 0.00

 Program Administration
 8,000.00

 Totals:
 166,000.00

ck 166,000.00

In-Kind Match:

 Community Wellness & Outreach
 Budget

 7,000.00
 7,000.00

 Treatment
 0.00

 Alternative Sentencing
 10,000.00

 Program Administration
 0.00

 Totals:
 17,000.00

Santa Fe County 102 Grant Ave Santa Fe, NM 87501

505-995-2781 25-D-G-27

ck 17,000.00

Tot. Bud. Expd: 183,000.00 ck 183,000.00

Revised: July 2024

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

Exhibit D

166,000.00

					_		Payı	ment Request No.:	1
I. A. Grantee: B. Address: C. Telephone No.:	Santa Fe County 102 Grant Ave Santa Fe, NM 8750 505-995-2781 25-D-G-27)1			II. Payment: A. Grant Award: B. Funds Received To C. Amount Requested D. Grant Balance: III. Report Period Ending	This Payment:		Enter Date>	\$166,000.00 \$0.00 \$0.00 \$166,000.00
D. Grant No.:		de l'accessor de la la	Slove Sales at	H19144166 242 951			la-Kin	d Match	
Budget Line Items	Approved Budget	Expenditures This Request	Remaining Budget	Total YTD Expenditures	Budget Line Items	Approved Budget	Expenditures This Request	Remaining Budget	Total YTD Expenditures
Personnel Services	0.00	0.00	9.00	0.00	Personnel Services	5,000.00	0.00	5,000.00	0,00
	0.00	0.00	0.00	0.00	Employee Benefits	0.00	0.00	0.00	0.00
Employee Benefits	5,000,00	0.00	5,000,00	0.00	Travel (In-State)	0.00	0.00	0.00	0.00
Travel (In-State)	8.000.00	0.00	8,000.00	0,00	Travel (Out-of-State)	0.00	0.00	0,00	0.00
Travel (Out-of-State)	0,00	0.00	0.00	0.00	Supplies	2,000.00	0.00	2,000.00	0.00
Supplies	3,000.00	0.00	3,000,00	0.00	Operating Costs	0.00	0.00	0.00	0.00
Operating Costs	150,000.00	0.00	150,000,00	0,00	Contractual Services	10,000.00	0.00	10,000.00	0.00
Contractual Services		0.00	0.00	0.00	Minor Equipment	0.00	0.00	0.00	0.00
Minor Equipment	0.00		0.00	0.00	Capital Purchases*	0.00	0.00	0.00	0.00
Capital Purchases* TOTALS	166,000,00	0.00	166,000.00	0.00		17,000.00	0.00	17,000.00	0,00

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

Grantee Fiscal Officer (Printed Name and Title)	<u> </u>		Grantee Representive (Printed Name and Title)	
Grantee Fiscal Officer (Signature)	Date	(DEALOCAL Government Division Use Only)	Grantee Representive (Signature)	Date
Local Government Division Fiscal Officer	Date	THE PACKET CONTENTION OF COMP.	Local Government Division Program Manager	Date

Exhibit D (1)

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

Grantee: Santa Fe County Grant No.: 25-D-G-27 Request No. 1			Total In-Ki	Requested This Request: ind Match This Request: Reported This Request:	0.00 0.00 0.00	
Grant:						
Community Wellness & Outreach		Budget 158,000.00	This Request 0.00	Remaining Budget 158,000,00	Expenditures YTD 0.00	
Treatment	_	0.00	0.00	0.00	0.00	
Alternative Sentencing	_	0.00	0.00	0.00	0.00	
Program Administration	_	8,000.00	0,00	8,000.00	0.00	
	Totals:	166,000.00	0.00	166,000.00	0.00	
In-Kind Match: Community Wellness & Outreach		Budget	This Request	Remaining Budget	Expenditures YTD	
Treatment	_	7,000.00	0.00	7,000.00	0.00	
Alternative Sentencing	_	0.00	0.00	0.00	0.00	
Program Administration	_	10,000.00	0.00	10,000.00	0.00	
Frogram Administration		0.00	0.00	0.00	0.00	
	Totals:	17,000,00	0.00	17,000.00	0.00	
						Checks:

Exhibit G- Grant

Exhibit G - Grant

Detailed Breakdown By Line Item LOCAL DWI PROGRAM

County/ Municipality: Grant No.: Request No.:				Total Grant Funds Requested This Request: Total In-Kind Match This Request: Total Expenditures Reported This Request:	0.00
Grant Expenditu	res:				
ADMINISTRATIVE Administrative expe	nses are not allowed				
PROGRAM Personnel Services Pay Period	Name	Job title	Document identifier	Amount	Component
				Total Personnel Services: 0.00	
Employee Benefits Pay Period	<u>Name</u>	<u>Job title</u>	<u>Document Identifier</u>	<u>Description</u> <u>Amount</u>	Component
				Total Employee Benefits: 0.00	-
Travel (In-State) <u>Date of Travel & Location</u>	Traveler's Name	Purpose of Travel	<u>Check Date</u>	Document identifier Amount Total Travel (In-State): 0.00	Component

Revised: July 2024

Exhibit G- Grant

Travel (Out-of-State) Date of Travel & Location	<u>Traveler's Name</u>	Purpose of Travel	Check Date	Document Identifier	Amount		•
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<u> </u>	: 			. 1			
	The state of the s	with the first and the second section of the second section se	The second secon	and the same of th	Commence of the commence of		
	AND THE RESERVE OF A SMALL COMMERCE OF THE PROPERTY OF THE PRO	A CONTROL OF THE CONT	E	Total Travel (Out-	of-State):	0.00	THE STREET STREET, STR
Supplies (*List Preventio	n Giveaways/Promotional	Items senarately helow)			•		
Date Incurred	Vendor	Description	Check Date	Document Identifier			_
	The same of the sa	The second secon		<u>Pocametic identities</u>	Amount		Component
			* ·····				
	Kanama in anggarangan ayan asalan janggarangan paga asalan ayan ka	Propagation of the second seco					
with the state of the second state of the seco	A	or operating and have the contract of the cont	Control of the second of the s	Part of the contract of the co		***	Color Marie 11 (C.1.) American con 1 confidence of
*Prevention Giveaways/Pr	romotional Items						AND A STREET PROPERTY OF THE PARTY OF THE PA
			r				
		The second of th	harrens armineraren errega izanza mezaria gur	Total Supplie)S:	0.00	Construence products as a success of party
Operating Costs Date(s) Incurred	Vendor	Description	Check Date	Document Identifier	Amount	me.	Component
en eren eren er	The second secon			1	er en en		
			The second section of the second section section section sections section sect	Total Operating (Costs:	0.00	THE RESERVED TO STREET
Contractual Services							
Period Covered	Vendor	Description	Check Date	Document Identifier	Amount	, Alex	Component
		Control of the second		and commence of the second of	on combination and and		week to be a second and the second se
				Total Contractual S	ervices:	0.00	
Minor Equipment							
Date Incurred	<u>Vendor</u>	Description	Check Date	Document Identifier	Amount		0
	a see	and to see the second s	500 21 100 100 100 100				Component
errore of the control	A COMMERCIAL SALE OF THE PARTY AND ADDRESS OF		The second of th		The Property of the Party of th	*440.00	An removement and property of
						. 6 (The second secon
the second second second	The second secon	the second of th		Total Mines Foots			
				Total Minor Equip	ment:	0.00	

Exhibit G- Grant

Capital Purchases	<u>Vendor</u>	<u>Description</u>	Check Date	Document Identifier	Amount	Component
*				American services for		
				Total Capital Pur	chases:	0.00
		Total Gran	nt Fund Reimbursem	nent Request: Check:	0.00	0.00
spent/obligated in the report	ed amount, and that copies of tify that the items listed in the are not funded by any other t	ne above information is correct, of all required documentation ar is report have not been billed or unding source and that the serv ame time.	re attached. The docum	he Local DWI Grant & Distri	bution program. I	certify that
Gra	antee Representative (Sig	nature)	_	Title		Date

Exhibit G - Grant In-Kind Match

Detailed Breakdown By Line Item LOCAL DWI PROGRAM

County/ Municipality: Grant No.: Request No.:	0 0			Total Grant Funds Total In- Total Expenditure	Kind Match This	Request: 0.00									
In-Kind Match E	n-Kind Match Expenditures:														
PROGRAM Personnel Services							(
Pay Period	<u>Name</u>	Job Title	Document Identifier		Amount	Component	Amount of Screening Fees Used								
	i														
	The second secon	A server was the resonant and the server of	A CONTROL OF THE STATE OF THE S			The State of the S	F								
**	colores for a summer or excession and appropriate for the	**************************************	Tot	al Personnel Services:	sen o over recensión	0.00	· · · · · · · · · · · · · · · · · · ·								
Employee Benefits					_		5								
Pay Period	<u>Name</u>	Job Title	Document Identifier	Description	Amount	Component	Amount or Screening Fees Used								
					August .	Component									
			Tot	al Employee Benefits:		0.00									
Travel (In-State)			10.	ar Employee Benonce.	<u></u>	0.00	ŧ								
Traver (III-Guite)							Amount of								
Date of Travel & Location	Traveler's Name	Purpose of Travel	Check Date	Document Identifier	Amount	Component	Screening Fees Used								
r															
							· · · · · · · · · · · · · · · · · · ·								
				Total Travel (in	-State):	0.00	· · · · · · · · · · · · · · · · · · ·								
Travel (Out-of-State)				·			Ŀ								
							Amount or								
Date of Travel & Location	<u>Traveler's Name</u>	Purpose of Travel	Check Date	Document Identifier	Amount	Component	<u>Screening</u> Fees Used H								
		And the second s													
							The same and the s								
	· · · · · · · · · · · · · · · · · · ·			Total Travel (Out-	of-State):	0.00									
Supplies															

Exhibit G - Grant In-Kind Match

	Date Incurred	Vendor	<u>Description</u>	Check Date	Document Identifier	Amount		Component	Amount or Screening Fees Used
		i de la companya de l	The second secon						
		7							
					Total Supplie	98: <u> </u>	0.00		
Opera	ting Costs								Amount of Screening
	Date(s) Incurred	Vendor	Description	Check Date	Document Identifier	Amount		Component	Fees Used
1-1-1	The second secon	10 10 10 10 10 10 10 10 10 10 10 10 10 1	and the second s						
					Total Operating	Costs:	0.00		
Contra	actual Services								Amount of
								0	Screening Fees Used
	Date(s) incurred	Vendor / Contractor	Description	Check Date	Document Identifier	Amount		Component	1003 0300
		and the second s	1						
					Total Contractual S	Services:	0.00		
Minor	Equipment								Amount of Screening
	Date incurred	Vendor	Description	Check Date	Document Identifier	<u>Amount</u>		Component	Fees Used
		The second secon	The second secon						
					Total Minor Equi	ipment:	0.00		
Capit	al Purchases								Amount of Screening
	Date Incurred	Vendor	Description	Check Date	Document Identifler	Amount		Component	Fees Used
					:				
					Total Capital Pu	rchases:	0.00		
				Total In-Kind Match:	Check:	0.00	0.00		
								Total Secretian Food	n

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and that copies of all required documentation are attached. The documentation for this payment is true and reflects correct copies of the originals. I certify

Revised: July 2024