

City of Las Cruces®

PEOPLE HELPING PEOPLE

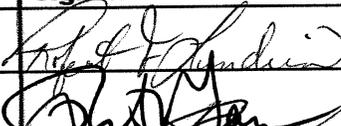
Council Action and Executive Summary

Item # 7 Ordinance/Resolution# 11-018 Council District:

For Meeting of July 19, 2010
(Adoption Date)

TITLE: A RESOLUTION THAT WILL ALLOW THE CITY OF LAS CRUCES FIRE DEPARTMENT (CITY) TO ACCEPT VARIOUS EMERGENCY PREPAREDNESS EQUIPMENT VALUED AT \$16,878.48 PURSUANT TO A GRANT FUNDED BY THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY, OFFICE OF STATE AND LOCAL GOVERNMENT COORDINATION AND PREPAREDNESS THROUGH THE NEW MEXICO DEPARTMENT OF PUBLIC SAFETY, OFFICE OF EMERGENCY MANAGEMENT AND THE DONA ANA COUNTY / CITY OF LAS CRUCES OFFICE OF EMERGENCY MANAGEMENT FOR FY 2006 GRANT.

PURPOSE(S) OF ACTION: Accept the Emergency Preparedness Equipment through the "State Domestic Preparedness Equipment Support Program" for Grant FY 2006.

Drafter and Staff Contact: Russell Smith		Department: Fire		Phone: 528-3473	
Department	Signature	Phone	Department	Signature	Phone
Department Director		528-3473	Budget		541-2107
Other			Assistant City Manager		541-2271
Legal		541-2128	City Manager		541-2076

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS: The equipment has already been paid for through the United States Department of Homeland Security. This resolution will allow the City to take possession of the equipment, while agreeing to assume full responsibility for all equipment to include training, upkeep, maintenance, storage costs as necessitated by its custody and use of the supplied equipment.

The intended purpose of the equipment program is to enhance the response capabilities of hazardous materials response team. The Las Cruces Fire Department is recognized as a well trained fire department with hazardous materials response capabilities. This has made the Las Cruces Fire Department a primary focal point for a number of grants to further enhance our response capabilities.

The various equipment as identified in Exhibit "B" consists of the following items:

- Night vision camera with infrared illuminator and mounting bracket
- Hazardous materials detector and software

SUPPORT INFORMATION:

1. Resolution/Ordinance.
2. Exhibit "A", "Memorandum of Understanding" between the New Mexico Department of Public Safety and Dona Ana County;

(Continue on additional sheets as required)

3. Exhibit "B", State of New Mexico Purchase Document / Equipment Lists;
4. Exhibit "C", Agreement Upon Receipt of Equipment between Dona Ana County and the City.

SOURCE OF FUNDING:

Is this action already budgeted?	Yes	<input type="checkbox"/>	See fund summary below
	No	<input checked="" type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from: _____
	<input checked="" type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)	
<input type="checkbox"/>	Proposed funding is from fund balance in the _____ Fund.		
Does this action create any revenue?	Yes	<input type="checkbox"/>	Funds will be deposited into this fund: _____
	No	<input checked="" type="checkbox"/>	There is no new revenue generated by this action.

FUND SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
n/a		\$0 – Acceptance of equipment only. It has already been paid for by the Office of Emergency Management			

OPTIONS / ALTERNATIVES:

7. Vote "Yes"; this will approve the Resolution to accept the Emergency Preparedness Equipment through the "State Domestic Preparedness Equipment Support Program" for Grant FY 2006 as identified in Exhibit "B".
8. Vote "No"; this will deny the approval of the Resolution to accept the Emergency Preparedness Equipment through the "State Domestic Preparedness Equipment Support Program" for Grant FY 2006 as identified in Exhibit "B".
9. Vote to "Amend"; to modify the terms of the Resolution and /or instruct staff to seek alternative direction.
10. Vote to "Table"; this could send the Resolution back to staff for more information

(Continue on additional sheets as required)

RESOLUTION NO. 11-018

A RESOLUTION THAT WILL ALLOW THE CITY OF LAS CRUCES FIRE DEPARTMENT (CITY) TO ACCEPT VARIOUS EMERGENCY PREPAREDNESS EQUIPMENT VALUED AT \$16,878.48 PURSUANT TO A GRANT FUNDED BY THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY, OFFICE OF STATE AND LOCAL GOVERNMENT COORDINATION AND PREPAREDNESS THROUGH THE NEW MEXICO DEPARTMENT OF PUBLIC SAFETY, OFFICE OF EMERGENCY MANAGEMENT AND THE DONA ANA COUNTY / CITY OF LAS CRUCES OFFICE OF EMERGENCY MANAGEMENT FOR FY 2006 GRANT.

The City Council is informed that:

WHEREAS, the United States Department of Homeland Security, Office of State and Local Government has initiated a grant titled "State Domestic Preparedness Equipment Support Program", which allows for local first responders to acquire various emergency preparedness equipment to support and build emergency response capabilities; and

WHEREAS, the "State Domestic Preparedness Equipment Support Program" grant has funding identified through fiscal year 2009; and

WHEREAS, funding from the State Domestic Preparedness Equipment Support Program is channeled through the New Mexico Department of Public Safety; and

WHEREAS, the New Mexico Department of Public Safety has entered into a sub-agreement with Dona Ana County, Exhibit "A", attached hereto and made a part thereof, to administer grant funding awarded through the State Domestic Preparedness Equipment Support Program; and

WHEREAS, New Mexico Department of Public Safety through the Dona Ana County/City of Las Cruces Office of Emergency Management recognizes the City of Las Cruces Fire Department as a well trained Fire Department with Weapons of Mass Destruction / Hazardous Materials Response capabilities; and

WHEREAS, Mutual Aid Response agreements are in effect between the City of Las Cruces and Dona Ana County with the sole purpose of protecting lives and property; and

WHEREAS, the City of Las Cruces recognizes the need to acquire up to date emergency preparedness equipment to provide its Fire Department with the latest safety and mitigation equipment possible which in turn will enhance and maintain emergency response capabilities; and

WHEREAS, the City of Las Cruces will benefit from the addition of the emergency preparedness equipment as identified in Exhibit "B", attached hereto and made a part thereof; and

WHEREAS, the City has reviewed and agrees to sign the Agreement Upon Receipt of Equipment between Dona Ana County and the City, Exhibit "C", attached hereto and made a part thereof, on the parameters and guidelines to be utilized on the equipment acquired through this funding; and

WHEREAS, the City of Las Cruces agrees to assume full responsibility for all equipment to include training, upkeep, maintenance, storage costs as necessitated by its custody and use of the supplied equipment as described in Exhibit "C".

NOW, THEREFORE, be it resolved by the governing body of the City of Las Cruces:

(I)

THAT City staff is hereby authorized to accept various emergency preparedness equipment valued at \$16,878.48 as described in Exhibit "B" pursuant to a grant funded by the United States Department of Homeland Security, Office of State and Local Government Coordination and Preparedness through the New Mexico

Department of Public Safety, Office of Emergency Management and the Dona Ana County / City of Las Cruces Office of Emergency Management for the purpose of enhancing its emergency response capability.

(II)

THAT City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this 19th day of July 2010.

APPROVED:

Mayor

(SEAL)

ATTEST:

City Clerk

Moved by: _____

Seconded by: _____

VOTE:

Mayor Miyagishima: _____
Councillor Silva: _____
Councillor Connor: _____
Councillor Pedroza: _____
Councillor Small: _____
Councillor Sorg: _____
Councillor Thomas: _____

APPROVED AS TO FORM:



City Attorney

STATE OF NEW MEXICO – DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT

SUB-GRANT AGREEMENT

Sub-grant Agreement #2006-GE-T6-0064-DONA ANA

THIS SUB-GRANT AGREEMENT made and entered into by and between the Department of Public Safety, State of New Mexico, acting through the Office of Emergency Management, Post Office Box 1628, Santa Fe, New Mexico, 87504-1628, hereinafter referred to as the OEM, and Dona Ana County, hereinafter referred to as the SUB-RECIPIENT.

WHEREAS, this Sub-grant Agreement is made by and between the OEM and the Sub-recipient, pursuant to the authority of Public Law 107-56 (USA Patriot Act of 2001), and Public Law 108-7.

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

ARTICLE I - SCOPE OF WORK

- A. The Sub-recipient agrees that it shall implement the program as detailed in the Statement of Work and Budget Summary attached hereto and incorporated as part this Sub-grant Agreement.
- B. The Sub-recipient agrees to make no change in the Statement of Work or Budget Summary without first submitting a written request to the OEM and obtaining the OEM'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 December 1, 2006. This Sub-grant Agreement shall terminate on March 30, 2008.
- 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 OEM in writing at least sixty (60) calendar days prior to the termination date of this Sub-grant Agreement and request a Sub-grant Agreement extension.
- C. Upon receipt of the extension request, the Sub-recipient and the OEM shall review the work accomplished to date and determine whether there is need or sufficient justification to amend this Sub-grant Agreement to provide additional time for completion of the project. The maximum allowable extension for any project shall be twelve (12) months. An extension beyond twelve (12) months is contingent upon the OEM receiving approval for extension of the grant award from the Federal-funding agency.

ARTICLE III - REPORTS

- A. Periodic Reports
 - 1. In order that the OEM may adequately evaluate the progress of the Sub-grant Program, the Sub-recipient shall provide Periodic reports to the OEM. These Reports shall contain a description of the work accomplished to date, the methods and procedures used, a statement of the impact of the program, a completed report form provided by the OEM, and other such information as may be of assistance to the OEM in its evaluation of the project.

2. One (1) original of said Report(s) shall be submitted to the OEM for review and approval no later than 1) April 15, 2006; 2) July 15, 2006; 3) October 15, 2006; 4) January 15, 2007; 5) April 15, 2007; 6) July 15, 2007; 7) October 15, 2006; 8) January 15, 2008; 9) April 15, 2008.

B. Final Report

1. The Sub-recipient shall submit to the OEM one (1) original of the Final Program Report, no later than June 30, 2008.

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 OEM shall pay to the Sub-recipient a sum not to exceed **\$1,180,577.00.**

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 OEM.

- B.** The Funds set forth in Paragraph A above shall constitute full and complete payment of monies to be received by the Sub-recipient from the OEM.
- C.** It is understood and agreed that should any portion of the funds paid hereunder by the OEM to the Sub-recipient for the purpose designated herein remain unexpended after forty-five (45) days of the term of this Sub-grant Agreement said portion of funds shall revert to the OEM for disposition (OJE Financial Guide-Part III Chapter 2).
- D.** All payments shall be made upon an actual cost reimbursement basis. The Sub-recipient shall submit a Request for Payment along with all appropriate supporting documentation.

ARTICLE V - MODIFICATION AND TERMINATION

- A.** The OEM, 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 OEM the provisions of this Sub-grant Agreement have been violated or the activities described in the Statement of Work do not progress satisfactorily. In this event, the OEM 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 OEM.

ARTICLE VI - CONDITIONS OF AWARD

- A. This Sub-grant Agreement is contingent upon sufficient appropriations and authorizations being made by the U.S. Department of Homeland Security's (DHS) Office of State and Local Government Coordination and Preparedness (SLGCP). If sufficient appropriations and authorizations are not made by the U.S. Department of Homeland Security's (DHS) Office of State and Local Government Coordination and Preparedness, this Sub-grant Agreement shall terminate upon written notice being given by the OEM to the Sub-Grantee. The OEM is expressly not committed to the expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved. The OEM'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 OEM 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 OEM explaining the implementation delay. Upon receipt of the 90-day letter, the OEM may cancel the program and distribute the funds to other program areas.
- D. Sub-grant recipient is required to submit a Budget Summary (attached), and Statement of Work (attached) and signed Assurances (attached) with the Sub-grant Agreement.

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, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for homeland security preparedness;
- B. Fund accounting, auditing, monitoring, and such evaluation procedures as necessary to keep records, as the OEM requires, shall be provided to assure fiscal control, property management, and effective disbursement of funds received;
- C. The Sub-recipient shall comply with the provisions of the Office of Management and Budget Circulars; A-102 "Grants and Cooperative Agreements with State and Local Governments" or A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations,"
- D. The Sub-recipient shall finance its share, if any, of the costs of the program, including all program overruns;
- E. The Sub-recipient shall submit all program-related contracts, subcontracts, agreements, and subsequent amendments to the OEM for review and approval prior to execution;
- F. The Sub-recipient shall adhere to all financial and accounting requirements of the New Mexico Department of Public Safety;
- G. No member, officer, or employee of the Sub-recipient, 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 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

EXHIBIT A

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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;

- H. The Sub-recipient assures that it shall comply with the provisions of the Office of Justice Programs Guideline Manual 7100.ID, "Financial and Administrative Guide for Grants";
- I. If appropriate, 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, 2006 to June 30, 2007, as well as July 1, 2007 to June 30, 2008. The submission of the audit reports shall be as follows:
1. Submit the audit report no later than December 30, 2007, and December 30, 2008, 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 OEM shall prescribe. Such records shall be preserved for a period of not less than three (3) years following completion of the project.

ARTICLE IX - SPECIAL TERMS AND CONDITIONS

THE SUB-RECIPIENT DOES HEREBY AGREE that any publications (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the Sub-recipient describing programs funded in whole or in part with Federal funds, shall contain the following statement:

"This project was supported by Sub-grant #2006-GE-TG-0064-DONA ANA awarded by the OEM through a federal grant awarded by the U.S. Department of Homeland Security, Office of State and Local Government Coordination and Preparedness (SLGCP). Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the OEM, SLGCP or the U.S. Department of Homeland Security."

THE SUB-RECIPIENT DOES HEREBY AGREE that it 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 written approval of the U.S. Department of Homeland Security's Office for Domestic Preparedness.

THE SUB-RECIPIENT DOES HEREBY AGREE that SLGCP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under this Sub-grant; and (2) any rights of copyright to which the Sub-recipient purchases ownership with Federal support. The Sub-recipient agrees to consult with SLGCP through the OEM regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

14.8
Exhibit "B"

**Dona Ana County/City of Las Cruces
Office of Emergency Management**

**Attachment A.1
State Homeland Security Grant Program
Dona Ana County FY 2006
Las Cruces Fire Department**

Vendor: Fisher Safety
Address: 999 Veterans Memorial Drive
Houston, TX 77038

Item #	Description	Quantity	Unit Cost	Total
1	Monocam Night Vision NEPVS-14 Digital Camera Kit MVC-51010	2	\$ 4,555.25	\$ 9,110.50
2	ELR Pro IR Illuminator 805 nM MVB-NO-NA-IRI-OK2	2	\$ 217.55	\$ 435.10
3	Mounting Bracket ELR Pro IR Illuminator MVA-LR-IRB3	2	\$ 29.00	\$ 58.00
	Total			\$ 9,603.60

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Exhibit "B"

**Dona Ana County/City of Las Cruces
Office of Emergency Management**

**Attachment A.2
State Homeland Security Grant Program
Dona Ana County FY 2006
Las Cruces Fire Department**

Vendor: Fisher Safety
Address: 999 Veterans Memorial Drive
Houston, TX 77038

Item #	Description	Quantity	Unit Cost	Total
1	PEAC-WMD CBRNE Software Database 19 823 423	1	\$ 2,095.00	\$ 2,095.00
2	Hardware System for PEAC-WMD	1	\$ 4,804.88	\$ 4,804.88
3	Techsupport for PEAC-WMD	1	\$ 375.00	\$ 375.00
	Total			\$ 7,274.88

**AGREEMENT UPON RECEIPT OF EQUIPMENT
U.S. Department of Homeland Security Grant Program**

WHEREAS, City of Las Cruces Fire Department ("the City") is in receipt of preparedness equipment, transferred to it by the County of Dona Ana, through its Office of Emergency Management ("the County"), which equipment will be used for the protection of the residents of the City and the County; and,

WHEREAS, the acquisition of this preparedness equipment is funded by the New Mexico Department of Homeland Security and Emergency Management pursuant to a grant funded by the United States Department of Homeland Security Program (hereinafter "the Program"); and the equipment is to be used to increase the City's ability to respond to a terrorist incident involving weapons of mass destruction;

NOW THEREFORE, The City acknowledges receipt of the equipment and, after inspection of the same, states as follows:

1. The equipment as listed in the list attached hereto as "Attachment A," is present and in good working order. The equipment will be used to increase the City's ability to respond to a terrorist incident involving weapons of mass destruction.
2. The City will advise the County in writing before transferring any of this equipment to other persons; jurisdictions or entities and the City shall maintain records of the condition and whereabouts of such equipment.
3. The County provides no warranties as regards to the supplied equipment.
4. The City agrees and accepts that the County is not liable for any injuries or damages that arise out of the transfer, ownership or use of the supplied equipment.
5. The City agrees to assume full responsibility for whatever training, upkeep, maintenance, storage costs, etc. are necessitated by its custody and use of the supplied equipment.
6. The City acknowledges that the State retains the right to inspect/inventory all equipment supplies hereunder.
7. This Agreement shall remain in effect throughout the entire period of use and possession by the City of the above referenced equipment.

RECEIVED AND ACKNOWLEDGED:

LAS CRUCES FIRE DEPARTMENT,

By:
Its:

Date

ACKNOWLEDGED:

COUNTY OF DONA ANA,

By:
Its:

Date