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**City of Las Cruces**<sup>®</sup>  
 PEOPLE HELPING PEOPLE

**Council Action and Executive Summary**

Item # 9

Ordinance/Resolution# 13-028

For Meeting of \_\_\_\_\_  
 (Ordinance First Reading Date)

For Meeting of September 4, 2012  
 (Adoption Date)

Please check box that applies to this item:

QUASI JUDICIAL

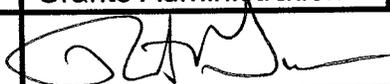
LEGISLATIVE

ADMINISTRATIVE

**TITLE: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES, ON BEHALF OF ITS POLICE DEPARTMENT TO ACCEPT A SUB-GRANT AWARD IN THE AMOUNT OF \$40,000.00 FROM THE DOÑA ANA COUNTY SHERIFF'S OFFICE UNDER THE NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT, 2011 STATE HOMELAND SECURITY GRANT - OPERATION STONEGARDEN GRANT PROGRAM, TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND THE DOÑA ANA COUNTY SHERIFF'S OFFICE, AND TO ADJUST THE FY 2013 BUDGET.**

**PURPOSE(S) OF ACTION:**

Accept grant funding and adjust the budget.

|  |   |                                  |
|--|---|----------------------------------|
| <b>COUNCIL DISTRICT:</b> All                               |   |                                  |
| <b><u>Drafter/Staff Contact:</u></b><br>S. Nicole Williams | <b><u>Department/Section:</u></b><br>Financial Services /<br>Grants Administration  | <b><u>Phone:</u></b><br>541-2716 |
| <b><u>City Manager Signature:</u></b>                      |  |                                  |

**BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:**

On July 31, 2012, the City of Las Cruces, on behalf of its Police Department (LCPD), was notified of a sub-grant award in the amount of \$40,000.00 from the Doña Ana County Sheriff's Office (DASO) under the New Mexico Department of Homeland Security and Emergency Management (NMDHSEM), 2011 State Homeland Security Grant – Operation Stonegarden Grant Program. There is no match required for the sub-grant award.

The sub-grant award is authorized under NMDHSEM grant number EMW-2011-SS-00094-501-DASO. The sub-grant award is executed according to terms stipulated in a Memorandum of Agreement between the City, on behalf of its Police Department, and Doña Ana County Sheriff's Office.

(Continue on additional sheets as required)

Grant funding will be used by LCPD to cover overtimes costs as associated with approved police operations under the grant program and specialized software for use by the LCPD.

**SUPPORT INFORMATION:**

1. Resolution.
2. Exhibit "A", Letter of Award, dated July 31, 2012.
3. Exhibit "B", NMDHSEM Sub-Grant Agreement.
4. Exhibit "C", Memorandum of Agreement.
5. Exhibit "D", Budget Adjustment.

**SOURCE OF FUNDING:**

|   |                                   |                                     |   |
|---|-----------------------------------|-------------------------------------|---|
| <b>Is this action already budgeted?</b>     | 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.                                  |
| <b>Does this action create any revenue?</b> | Yes                               | <input checked="" type="checkbox"/> | Funds will be deposited into this fund: 2400 in the amount of \$40,000.00 for FY13. |
|   | No                                | <input type="checkbox"/>            | There is no new revenue generated by this action.                                   |

**BUDGET NARRATIVE**

Grant funds will be budgeted in fund number 2400: Police Protection under project code 37316. Funds will be expensed as approved by the grantor (DASO) for police overtime and software.

**FUND EXPENDITURE SUMMARY:**

| Fund Name(s) | Account Number(s)     | Expenditure Proposed | Available Budgeted Funds in Current FY | Remaining Funds | Purpose for Remaining Funds |
|--------------|-----------------------|----------------------|--|-----------------|-----------------------------|
| Police Fund  | 24147460-610210-37316 | \$37,800.00          | \$37,800.00*                           | \$0             | None                        |
| Police Fund  | 24147460-730410-37316 | \$2,200.00           | \$2,200.00*                            | \$0             | None                        |

\*Upon approved budget adjustment.

(Continue on additional sheets as required)

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will allow the City, on behalf of its Police Department to accept the grant funds; ratify the City Manager's signature on the MOA, and adjust the FY 2013 budget.
2. Vote "No"; this will reject the grant award and could negatively affect future sub-grant awards from DASO.
3. Vote to "Amend"; this is not an option as grant funding is specific to approved initiatives as stipulated under the accepted grant proposal.
4. Vote to "Table"; this is not an option as the grant award is constrained by a specific period of performance.

**REFERENCE INFORMATION:**

N/A

(Continue on additional sheets as required)

**RESOLUTION NO. 13-028**

**A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES, ON BEHALF OF ITS POLICE DEPARTMENT TO ACCEPT A SUB-GRANT AWARD IN THE AMOUNT OF \$40,000.00 FROM THE DOÑA ANA COUNTY SHERIFF'S OFFICE UNDER THE NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT, 2011 STATE HOMELAND SECURITY GRANT - OPERATION STONEGARDEN GRANT PROGRAM, TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND THE DOÑA ANA COUNTY SHERIFF'S OFFICE, AND TO ADJUST THE FY 2013 BUDGET.**

The City Council is informed that:

**WHEREAS**, on July 31, 2012, the City of Las Cruces, on behalf of its Police Department, was notified of a sub-grant award in the amount of \$40,000.00 from the Doña Ana County Sheriff's Office; Exhibit "A", attached hereto and made part of this resolution; and

**WHEREAS**, grant funding is made available under the New Mexico Department of Homeland Security and Emergency Management, 2011 State Homeland Security Grant – Operation Stonegarden grant number EMW-2011-SS-00094-501-DASO; Exhibit "B", attached hereto and made part of this resolution; and

**WHEREAS**, Doña Ana County Sheriff's Office has authority under the grant program to offer the sub-grant award to the City, on behalf of its Police Department, by way of a Memorandum of Agreement; Exhibit "C", attached hereto and made part of this resolution; and

**WHEREAS**, grant funding will be used to cover police overtime expenses for approved operations in accordance with the grant program and to procure specialized police software for use by the Las Cruces Police Department.

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

**(I)**

**THAT** the City of Las Cruces is approved to accept the grant award in the amount of \$40,000.00, on behalf of the Las Cruces Police Department, from the Doña Ana County Sheriff's Office as allowable under the New Mexico Department of Homeland Security and Emergency Management, 2011 State Homeland Security – Operation Stonegarden Grant Program; grant number EMW-2011-SS-00094-501-DASO.

**(II)**

**THAT** the City Manager's signature on the Memorandum of Agreement is ratified.

**(III)**

**THAT** grant funding will be budgeted as shown in the budget adjustment; Exhibit "D", attached hereto and made part of this resolution.

**(IV)**

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

**DONE AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

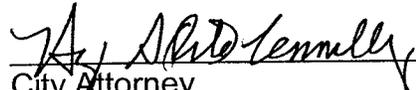
\_\_\_\_\_  
City Clerk

(SEAL)

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

VOTE:

Mayor Miyagishima: \_\_\_\_\_

Councillor Silva: \_\_\_\_\_

Councillor Smith: \_\_\_\_\_

Councillor Pedroza: \_\_\_\_\_

Councillor Small: \_\_\_\_\_

Councillor Sorg: \_\_\_\_\_

Councillor Thomas: \_\_\_\_\_



# Doña Ana County<sup>174</sup> Sheriff's Department

Main Station - 845 N. Motel Blvd.  
Las Cruces, NM 88007

**Todd Garrison, Sheriff**

**Edward Lerma, Undersheriff**

July 31, 2012

Mr. Kenneth D. Miyagishima  
Mayor  
City of Las Cruces  
700 N. Main Street  
Las Cruces, New Mexico 88004

Ref: Grant # Stonegarden, EME-2011-SS-00094-S01-DASO

Honorable Kenneth D. Miyagishima,

I am happy to inform you that according to the rules and guidance of FEMA and the New Mexico Department of Homeland Security and Emergency Management, the City of Las Cruces has been granted \$40,000.00 in funding for Operation Stonegarden. The attached MOA will allow the Dona Ana County Sheriff's Office to share funding resources with our local law enforcement partners, City of Las Cruces Police Department.

Details regarding the initiation of funding and requirements for the completion of the MOA, shall be handled by our Grants Administrator, Vince Pokluda or his assistant, Roberta Watson. They can be contacted at 525-8838 or 525-8865. Please return a signed and notarized copy of the MOA with:

1. A copy of the agenda and minutes showing approval of the City Council
2. A copy your line item budget
3. A copy of your approved adjusted budget from New Mexico Department of Finance and Administration (DFA)

I hope that these resources will be beneficial to you and your community. If you have any questions, please don't hesitate to contact me at 525-8836.

Sincerely,

  
Edward Lerma  
Undersheriff  
Dona Ana County

cc: Vince Pokluda  
Roberta Watson

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**NEW MEXICO DEPARTMENT OF HOMELAND SECURITY & EMERGENCY MANAGEMENT**  
**Sub-Grant Agreement**

*2011 State Homeland Security Grant  
Operation Stonegarden (OPSG)*

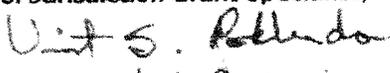
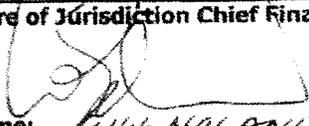
2011 Federal Grant No. **EMW-2011-SS-00094-501** CFDA No. 97.057

|  |   |   |   |
|--|---|---|---|
| 1. Sub-Grant No.<br><i>EMW-2011-SS-00094-501-DASG</i>  | 2. Recipient<br><i>Dona Ana County</i>              | 3. FIDUCIARY<br><i>Dona Ana County</i>  | 4. DFA VENDOR NUMBER/DUNS NUMBER<br><i>54410</i>  |
| 5. Recipient Address<br><b>DONA ANA COUNTY<br/>845 N MOTEL BLVD<br/>LAS CRUCES, NEW MEXICO 88007</b> |   | 6. Issuing Office and Address<br>New Mexico Department of Homeland Security & Emergency Management<br>P. O. Box 27111<br>Santa Fe, NM 87502 |   |
| 7. Effective Date of This Action<br><i>September 1, 2011</i>   | 8. DHSEM Grant Specialist:<br><i>Erica Cummings</i> |   | Phone: <b>505-476-9603</b><br>Fax: <b>505-476-9695</b><br>Email: <b>erica.cummings@stae.nm.us</b> |
| 9. Termination Date<br><i>August 31, 2014</i>  |   |   |   |

10. Funding:  
**Total Awarded Amount: \$ 1,227,857.90**

11. **Grant Requirements, Assurances and Agreements: (see attached Grant Requirements, Assurances and Agreements)**  
*The acceptance of a grant from the United States creates a legal duty on the part of the grantee to use the funds or property made available in accordance with the conditions of the grant through the State.*

12. **Special Conditions:** Grant funds cannot be expended until these conditions have been met.  
  
Project Budget Details are funding allocations and are not to be used as expenditure authorizations or approvals. Grant program guidelines and Federal, State, and local contracts and other applicable requirements apply. Items procured with SHSGP/OPSG grant funds will be considered a state resource in order to meet the requirements of the Uniform Statewide Grant Reporting System (USGRS). RSTR submission is due in July and January. Quarterly reports are due on 10/31, 1/31, 4/30 and 7/30.  
Pre-approval via Operation Order is required for all purchases, including training and exercise obligations, and all equipment must be purchased and deployed in accordance with the applicable state and federal policies. All equipment must be submitted with the Request for Payment (RFP) for processing.  
Request for reimbursement will not be processed if award is handed over under a state or federal contract.  
Procurement from Minority Owned and Women Owned Businesses is encouraged.  
NEPA/EHP Compliance: The recipient must provide information to NM/DHSEM to assist with the legally-required environmental planning and history preservation (EHP) review and to ensure compliance with the applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, E.O. 11988 Floodplain Management, EO 11990 Protection of Wetlands, and EO 12898 Environmental Justice. The recipient must comply with all Federal, State and local EHP requirements and other applicable regulations.

|   |   |
|---|---|
| 13. Recipient is required to sign and return the original of this document, as well as the signed and accepted grant requirements, assurances and agreements to the Issuing Address in block 6, within 30 days from the date in block 17. |   |
| 14. Signature of Jurisdiction Grant Specialist/Program Manager<br><br>Printed Name: Vincent S. Pokinda   | Date: 04/25/2012<br>Phone: 575-525-8438<br>Fax: 575-525-8852<br>Email: Vincentp@donanaana.com |
| 15. Signature of Jurisdiction Chief Financial Officer<br><br>Printed Name: Bill Nolan CFO  | Date: 5/1/12<br>Phone: 575-525-5974<br>Fax: 575-525-8852<br>Email: billnolan@donanaana.com    |
| 16. Signature of Jurisdiction Signatory Official<br><br>Printed Name and Title: Brian D. Haines, County Manager  | Date: 5/1/12<br>Phone: 575-525-5802<br>Fax: 575-525-8852<br>Email: brianh@donanaana.com       |
| 17. DHSEM Signatory Official (Name and Title)<br><br>Printed Name and Title: Robert K. ... CFO   | Date: 5/10/12   |

**Grant Terms and Conditions (continued from Section 10 of Award)**

The DONA ANA COUNTY has been awarded \$1,227,357.90 that shall be used to support activities essential to the ability of states, territories, and urban areas to prepare for, prevent, and respond to terrorist attacks and other all-hazards events. The scope of work is as follows:

Project: Operation Stonegarden

The performance period of this grant award is September 1, 2011 through August 31, 2014. DONA ANA COUNTY can sub-grant all or any part of this award to any other entity or organization. All awards require confirmation within the first reporting quarter that expenditures in the budget category toward projects will be made, or DHSEM will execute de-obligation of the funds.

(A) **Changes to Award:** All change requests must be submitted in writing, or electronically to the DHSEM grant specialist, accompanied by a justification narrative and budget/spending plan, for review and approval. Changes must be consistent with the scope of the project and grant guidelines. Requests for changes will be considered only if the reporting requirements are current, and if terms and conditions have been met at the time the request. Changes in the programmatic activities, or purpose of the project, changes in key persons specified on the grant award, contractual services for activities central to the purposes of the award, requests for additional funding, change in project site, or release of special conditions will result in an amendment to this award.

(B) **NEPA/EHP Compliance:** The recipient must provide information to NMDHSEM to assist with the legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with the applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, E 11988 Floodplain Management, EO 11990 Protection of Wetlands, and EO 12898 Environmental Justice. The recipient must comply with all Federal, State and Local EHP requirements and obtain applicable permits and clearances.

Recipients shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older. Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any change to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may not be eligible for grant funding.

(C) **Reporting Requirements:** DONA ANA COUNTY shall submit timely quarterly *Financial Progress Reports* to the Grant specialist at DHSEM. For grant awards, the sub-recipient is required to submit a quarterly Performance Report to the Program Specialist within the Preparedness Bureau. Instructions and blank forms are attached and are located electronically at [www.nmdhsem.org](http://www.nmdhsem.org), and may be reproduced. Jurisdictions must check the web site quarterly for most current forms. **Use of outdated forms will not be accepted.** Quarterly reports are due: in January 30, April 30, July 30, and August 30 for each calendar year the grant is open. The final report is due the following quarter after all funds have been reimbursed to the jurisdiction. *Financial Progress Reports* shall describe the status of the funds, show encumbrances, and receipts of program income, cash or in-kind contributions to the project, whether or not a local match is required. The *Final Narrative Report* is a summary report, evaluating project activities and measuring performance against project goals and objectives for the entire performance period, and is required *in addition* to the last quarterly report.

(D) **Additional Reporting Requirements:** The applicant must immediately report in writing to the DHSEM Grant Specialist any alleged acts or allegations of fraud or misappropriation of funds for work authorized under this Sub-Grant Agreement. This extends to reporting any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized project.

(E) **Reimbursements:** Submission of a request for reimbursement must be accompanied by a financial report form. Reimbursement shall be based upon authorized and allowable expenditures consistent with project narrative and grant guidelines, and submission of timely *Financial Progress Reports*. Payments may be withheld pending correction of deficiencies. Reimbursement of expenditures may be requested at any time within the performance period. Expenditures must be supported with source documentation (e.g. copies of invoices, receipts, timesheets with name/wage/hours, cost allocation, warrants, etc.). Grant staff will not process reimbursement, until performance/fiscal quarterly reports are submitted.

- \* **Personnel Costs:** FOR EMPSG/OPSG GRANTS ONLY - Payroll reports signed and certified by the chief financial officer that capture the employee name, position, coded allocation to the project, amount paid, are acceptable. Staff may not self-certify their own time and wages. DONA ANA COUNTY shall retain all supporting payroll records, including time and attendance records, notes by the employee and supervisor and copies of warrants as per the recordkeeping requirements.
- \* **Contracts:** All sole-source procurements, single vendor response to a competitive bid, and contracts over \$100,000 require DHSEM pre-approval prior to implementation. Requests for reimbursement for contractual services must be accompanied by the relevant contract.
- \* **Local Match:** Local matching funds must clearly support the source, the amount, and the timing of all matching contributions.
- \* **Equipment:** Allowable equipment categories are listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB) at [www.rkb.mtbc.org](http://www.rkb.mtbc.org). Documentation required per instructions attached to DHSEM quarterly reports.
- \* **Travel:** All reimbursable travel must be pre-approved by DHSEM 30 days prior to travel date.
- \* **Per Diem:** Reimbursements for local jurisdictions cannot exceed the rates of the New Mexico Mileage and Per Diem Act.
- \* **Training:** Requires DHSEM pre-approval 30 days prior to registering or participating in training opportunities.
- \* **Exercise:** Requires submission of an After-Action Report/Improvement Plan within 30 days after conduct of the exercise.

(F) **Non-reimbursable Expenses:**

- \* Transfer of funds between any programs (SHSP, LETPP, CCP, MMRS, OPSG)
- \* Contracts, single vendor response to a competitive bid, and procurements > \$100,000 not pre-approved by DHSEM
- \* Sole source contracts and procurements not pre-approved by DHSEM
- \* Training and related travel costs not pre-approved by DHSEM
- \* Construction and renovation
- \* Indirect costs (p. 5, Financial Progress Report)
- \* Supplanting (using federal funds to purchase items previously budgeted for with state or local funds)
- \* Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus.
- \* Equipment purchased for an exercise cannot be used for permanent installation and/or beyond the scope of an exercise.
- \* Hiring of sworn public safety officers to fill traditional public safety duties or to supplant traditional public safety positions and responsibilities
- \* Weapons and ammunition
- \* Entertainment and sporting events
- \* Personal items such as laundry, personal hygiene items, magazines, in room movies, personal travel, personal phone calls
- \* Travel insurance, visa, and passport charges
- \* Lodging costs in excess of Federal or State per diem, as appropriate
- \* Lunch when travel is wholly within a single day
- \* Stand-alone working meals
- \* Bar charges, alcoholic beverages
- \* Finance, late fees, or interest charges
- \* Lobbying, political contributions, legislative liaison activities
- \* Organized fund-raising, including salaries of persons while engaged in these activities
- \* Land acquisition
- \* Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission.

(G) **Property and Equipment Management:** The sub-recipient shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A *Property Inventory Report* is available at [www.nmdhsem.org](http://www.nmdhsem.org) and shall be submitted to DHSEM annually each **January 30** with the *Financial Progress Report* during the performance period, and continued submission is required annually until final disposition of the equipment. The sub-recipient shall, when practical, prominently display the following on any equipment purchased with award funds: ***Purchased with funds provided by the U.S. Department of Homeland Security.*** No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from DHSEM, prior to the jurisdiction's encumbrance or expenditure for that equipment.

(H) **Procurement:** Procurement shall comply with local procurement policies and procedures, and conform to applicable State and Federal law and the standards identified in the Procurement Standards Sections of *28 CFR Parts 66 and 70, and 2 CFR Part 215 "Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments."* Contractors that develop or draft specifications, requirements, Statements of Work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition. **Each sole-source procurement, single vendor response to a competitive bid, and all purchases require prior approval of DHSEM.** DHSEM has provided a summary of documentation required for levels of procurement and attached it to the instructions on the quarterly *Financial Progress Reports*.

(I) **Contracts:** Any contract entered into during this grant period shall comply with local, State and Federal government contracting regulations. Contracts for professional and consultant services must include local, State and Federal government required contract language, a project budget, and require pre-approval by DHSEM prior to implementation. Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the market place. Detailed invoices, and time and effort reports are required for consultants. A summary of documentation required for levels of contracting is attached to the instructions on the quarterly *Financial Progress Reports*.

(J) **Publications:** Publications created with funding under this grant shall prominently contain the following statement: ***This Document was prepared under a sub-grant from the U.S. Department of Homeland Security, and the New Mexico Department of Homeland Security***

*and Emergency Management. 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 U.S. Department of Homeland Security or the State of New Mexico.*

**(K) Audit Requirements:** As the Federal grant recipient, the State of New Mexico requires a sub-recipient expending \$500,000 or more in Federal funds in the organization's fiscal year to conduct an organization-wide audit in accordance with *OMB Circular A-133*. DONA ANA COUNTY will permit the State of New Mexico Grant and Program officials and auditors to have access to the sub-recipient's and third-party contractors' records and financial statements as necessary for the State of New Mexico to comply with *OMB Circular A-133*. Copies of audit findings must be submitted to DHSEM within 30 days after DONA ANA COUNTY receives its audit report, or within a 9-month period of the grant closeout date, whichever is earlier, in accordance with *2 AAC 45.010*. Include the Federal agency name, program, grant number, and year; the CFDA title and number; and the name of the pass-through agency.

**(L) Recordkeeping Requirements:** Grant financial and administrative records shall be maintained for a period of three (3) years following the date of the closure of the grant award, or audit if required. Time and effort, personnel and payroll records for all individuals reimbursed under the award must be maintained. Property and equipment records shall be maintained for a period of three (3) years following the final disposition, replacement or transfer of the property and equipment.

**(M) Performance Measures:** Quarterly *Progress Reports* shall demonstrate performance and progress relative to: Acceptable performance on applicable critical tasks in Exercises using approved scenarios

1. Progress in achieving project timelines and milestones
2. Percent measurable progress toward completion of project
3. How funds have been expended during reporting period, and explains expenditures related to the project

**(N) Sub-recipient Monitoring Policy:** Periodic monitoring is required to ensure that program goals, objectives, timelines, budgets and other related program criteria are being met. DHSEM reserves the right to periodically monitor, review and conduct analysis of the financial, programmatic and administrative policies and procedures such as, accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting and procurement policies and records, payroll records and means of allocating staff costs, property/equipment management system(s), progress of project activities, etc. This may include desk and field audits. Technical assistance is available from DHSEM staff.

**(O) Penalty for Non-Compliance:** For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. DHSEM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. DHSEM shall notify the sub-recipient of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The sub-recipient must respond within 5 days of receipt of notification.

- a. Unwillingness or inability to attain project goals
- b. Unwillingness or inability to adhere to Special Conditions listed in Block 12
- c. Failure or inability to adhere to grant guidelines and federal compliance requirements
- d. Improper procedures regarding contracts and procurements
- e. Inability to submit reliable and/or timely reports
- f. Management systems which do not meet federal required management standards

**(P) Termination for Cause:** If performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. DHSEM will provide 5 days notice to the sub-recipient stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. DHSEM will reimburse the sub-recipient only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final payment may be withheld at the discretion of DHSEM until completion of a final DHSEM review. Any equipment purchased under a terminated grant may revert to DHSEM at the option of DHSEM.

**(Q) Termination for Convenience:** Any project may be terminated upon convenience, in whole or in part, for the convenience of the Government. The U.S. Department of Homeland Security (USDHS) and the DHSEM, by written notice, may terminate this grant, in whole or in part, when it is in the Government's interest. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Any equipment purchased under a terminated grant may revert to DHSEM at the option of DHSEM.

**(R) Project Implementation:** Due to the competitiveness of the Homeland Security grant program, approved projects shall be ready-to-go. Project implementation shall begin within the first reporting quarter.

- a. If a project cannot be operational within the first reporting quarter of the approved award date, the sub-grantee must submit a written statement signed by the signatory officials to DHSEM, justifying the implementation delay, expected starting date, and a formal request to extend the project start date past the first reporting quarter. At the discretion of DHSEM, the grant award is subject to cancellation and funds may be de-obligated and reallocated to other projects.

**Grant Requirements, Assurances and Agreements (continued from Section 11 of the Award)**

(A) The performance period for this grant award is *September 1, 2012 through August 31, 2014*. Monies may not be obligated outside of this time period. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 45 days of the end of the performance period when the *Final Progress Reports* are due.

(B) The sub-recipient shall comply with the requirements and restrictions of the FY2011 State Homeland Security Grant Guidance, State Guidelines, and the State Homeland Security Strategy. By signing this obligating award document, the sub-recipient certifies it has read, understood and accepted these documents as binding.

(C) The signature of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and are eligible and allowable expenditures consistent with the grant guidelines for this project. The sub-recipient shall follow the financial management requirements imposed on them by DHSEM, which includes the requirements of U.S. Department of Homeland Security.

(D) The signature of the signatory officials on this award attests to DONA ANA COUNTY understanding, acceptance, and compliance with Lobbying; Debarment, Suspension and other responsibility matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant State or local funds. Federal funds must be used to supplement existing funds to augment program activities, and not replace those funds which have been appropriated in the budget for the same purpose.

Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit

(E) The DONA ANA COUNTY shall ensure the accounting system used allows for separation of fund sources. These grant funds cannot be commingled with funds from other federal, state or local agencies, and each award is accounted for separately.

(F) The DONA ANA COUNTY shall comply with Federal Civil Rights Laws and Regulations: *Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, Americans with Disabilities Act of 1991.* BERNALILLO COUNTY will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. *Executive Order 13347 Individuals with Disabilities in Emergency Preparedness* requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.

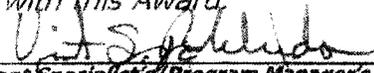
(G) The DONA ANA COUNTY certifies that it has an Affirmative Action Plan/Equal Employment Opportunity Plan (for USDHS/DOJ grants). An EEOP is not required for recipients of less than \$25,000.00 or fewer than 50 employees.

(H) The DONA ANA COUNTY certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.

(I) It is the responsibility of DONA ANA COUNTY as the recipient of these federal funds to fully understand and comply with the requirements of:

- a. 2CFRPart 215, *Grants and Cooperative Agreements with State and Local Governments* at [www.whitehouse.gov/omb/circulars/a102/a102\\_000](http://www.whitehouse.gov/omb/circulars/a102/a102_000)
- b. 2 CFR Part 225 *Cost Principles for State, Local and Indian Tribal Governments* at [www.whitehouse.gov/omb/circulars/index.htm](http://www.whitehouse.gov/omb/circulars/index.htm).
- c. 2 CFR Part 215 *Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations* at [www.whitehouse.gov/omb/circulars/index.htm](http://www.whitehouse.gov/omb/circulars/index.htm)
- d. 2 CFR Part 220 *Cost Principles for Educational Institutions* at [www.whitehouse.gov/omb/circulars/index.htm](http://www.whitehouse.gov/omb/circulars/index.htm)
- e. 2 CFR Part 230 *Cost Principles for Non-Profit Organizations* at [www.whitehouse.gov/omb/circulars/index.htm](http://www.whitehouse.gov/omb/circulars/index.htm)
- f. OMB Circular A-133 *Audits of States, Local Governments and Non-Profit Organizations* at [www.whitehouse.gov/omb/circulars/index.htm](http://www.whitehouse.gov/omb/circulars/index.htm)
- g. CFR Title 48 Federal Acquisition Regulations Systems Chapter 1 Part 31 *Contract Cost Principles and Procedures*
- h. Common Rule: *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*. Incorporated into individual Federal agency's *Code of Federal Regulations*.
- i. OGO *Financial Guide* [www.dhs.gov/dhspublicinterweb/assetlibrary/usaco/FinancialManagementGuide.pdf](http://www.dhs.gov/dhspublicinterweb/assetlibrary/usaco/FinancialManagementGuide.pdf)
- j. New Mexico State Procurement Code [http://www.conwagov.com/nmsu/next\\_d.htm?templates&f=main-n\\_nm&2\\_0](http://www.conwagov.com/nmsu/next_d.htm?templates&f=main-n_nm&2_0)
- k. New Mexico Administrative Code Title 2 – Public Finance <http://www.state.nm.us/NMAC/title02/title02.htm>

*We certify we have read, understood, and accept the Grant Terms and Conditions, the Grant Requirements, and Assurances and Agreements, in accordance with this Award.*

  
\_\_\_\_\_  
Grant Specialist's/Program Manager's Signature

  
\_\_\_\_\_  
Chief Financial Officer's Signature

  
\_\_\_\_\_  
Signatory Official's Signature

Brian D. Haines, County Manager

**MEMORANDUM OF AGREEMENT BETWEEN DOÑA ANA COUNTY, DOÑA ANA SHERIFF'S OFFICE AND THE CITY OF LAS CRUCES, LAS CRUCES POLICE DEPARTMENT FOR INCREASED BORDER SECURITY AND PROTECTION UNDER OPERATION STONEGARDEN**

**THIS AGREEMENT**, is entered into by and between the County of Doña Ana New Mexico, Doña Ana Sheriff's Office (herein referred to as the County), a political subdivision of the State of New Mexico and the City of Las Cruces, New Mexico, on behalf of the Las Cruces Police Department (LCPD).

**WHEREAS**, the County has received state funding for overtime pay, equipment, and supplies to support activities essential to the ability of state, county and municipalities to prepare for, prevent, and respond to terrorist attacks and other all-hazardous events; and

**WHEREAS**, the County has been designated by the state as the fiscal agent for the state funding and has the authority to award, direct and report progress described in the state funding document from the New Mexico Department of Homeland Security and Emergency Management; and

**WHEREAS**, the law enforcement activities described in the state funding are necessary to ensure the health, safety, and welfare of the residents of the County as a whole; and

**WHEREAS**, the LCPD and the County shall work cooperatively on these security measures and other emergencies affecting the public safety of the City of Las Cruces and Doña Ana County; and

**WHEREAS**, the County is willing to plan, designate and report the law enforcement activities described in the state funding document; and

**WHEREAS**, the balance of funding will be expended by the County as deemed appropriate. The total amount of funding is \$1,227,857.00; and

**WHEREAS**, the LCPD has been awarded \$40,000.00, the County agrees to award this amount through the funding document, the budget for which is attached as Exhibit "A"; and

**WHEREAS**, the funding expires on June 30, 2013.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereby agree as follows:

The County agrees:

1. To act as the fiscal agent for the state funding described as the EMW-2011-SS-T0-0011-OPSG DONA ANA.
2. To be responsible for administration of the Grant and shall meet all requirements of the Grant.
3. To provide for the reimbursement of expenditures invoiced and paid by the LCPD against the amount allocated to the LCPD.
4. To report performance of the LCPD to New Mexico Department of Homeland Security and Emergency Management.
5. To provide additional services mutually agreed to, in writing, by the parties should additional funding become available for the Project.
6. To provide reimbursement to the LCPD for eligible expenses under this Agreement submitted with appropriate documentation, to be received by the end of each fiscal quarter for expenses incurred during the prior fiscal quarter beginning with the quarter ending September 30, 2012 and each quarter thereafter.

The City of Las Cruces, Las Cruces Police Department agrees:

1. To make and pay for purchases and overtime before requesting reimbursement from the County for expenses incurred for Stonegarden activities.
2. To budget at least one third of their award toward overtime.
3. To record mileage, or fuel expenditures and submit for reimbursement based on either but not both. Vehicle maintenance is not an allowable expense if mileage is claimed.
4. To only use the award to cover expenses incurred by the sub-recipient during Stonegarden activities defined as pro-active patrol. Vehicle repairs are not included but allowances are made for preventive maintenance, if eligible.
5. To comply with the line item budget submitted at the beginning of the award period.
6. To conduct law enforcement activities within the jurisdiction of the LCPD that are defined in the funding document and report the results of those activities back to the Doña Ana County Sheriff's Office (DASO) designee.
7. To submit for reimbursement of expenditures in the format and manner as stated by the County. Expenditures must be consistent with operations orders submitted to Border Patrol for approval.

8. That any equipment or material purchased by the LCPD shall be maintained and cared for by the LCPD. The County is not responsible for the maintenance and care of any equipment purchased by the LCPD.
9. To record and report to the County any activity that is consistent with the respective operations orders submitted to Border Patrol for approval.
10. To submit requests for reimbursement to DASO on a quarterly basis for eligible expenses with appropriate documentation incurred by the LCPD by the 15<sup>th</sup> of the month following each fiscal quarter.

All Parties agree:

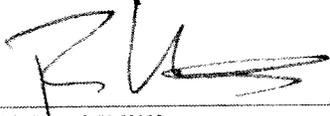
1. Amendment. This Agreement shall not be altered, modified, or amended except by instrument in writing executed by both parties.
2. Termination. This Agreement shall terminate July 31, 2013 or when the LCPD has exhausted the amount granted by this agreement. This agreement may be terminated earlier by either party upon a 30 calendar day written notice to the other party. Notwithstanding such notice of termination, the County shall remain obligated to reimburse the LCPD for eligible expenses incurred up to the date of termination. The LCPD shall have 30 calendar days from the date of termination to submit a final reimbursement request to the County.
3. Status of Employees. Any employee of one of the parties who provides services under this Agreement shall remain the employee of his/her employer, who shall remain responsible for that employee's salary, fringe benefits, worker's compensation benefits, and unemployment compensation. Any of the parties' employees who undertake any activities under this Agreement shall remain subject to the supervision of his or her employer.
4. Sovereign Immunity. By entering into this Agreement, employees of the County and the LCPD shall remain "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, do not waive sovereign immunity, and do not waive any defenses or any limitations of liability available under law. No provision in this Agreement modifies and/or waives any of the provisions of the New Mexico Tort Claims Act, *supra*, and any amendments thereto.
5. Liability. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act.

6. No Third Party Beneficiary. It is specifically agreed between the parties executing this Agreement that it is not intended by the parties, or by any provision of or any part of the Agreement, to create in the public or any member thereof status as a third party beneficiary of the Agreement or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, injury to person, damage to property, and/or any other cause of action whatsoever pursuant to the provisions of this Agreement.
7. Severability. If any part or application of this Agreement is held to be invalid by a court of competent jurisdiction, the remainder, or its application to other situations or persons, shall not be affected.
8. Waiver. Any waiver of any breach of any condition in this agreement to be kept and performed by either party shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent either party from declaring a default for any succeeding breach of the same condition or another condition.

Law and Authority. This Agreement shall be governed by the laws of the State of New Mexico. Each person signing this Agreement represents that they have been authorized to enter into this Agreement on behalf of their respective governing body.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date of last signature, below.

**Las Cruces Police Department**



Richard Williams  
Chief of Police

8/8/12

Date



OFFICIAL SEAL  
S. NICOLE WILLIAMS  
NOTARY PUBLIC - STATE OF NEW MEXICO

My commission expires: 9.30.15

Doña Ana County Sheriff's Office

**City of Las Cruces**



Mr. Robert Garza  
City Manager

8-7-12



OFFICIAL SEAL  
BARBARA NARVAEZ  
NOTARY PUBLIC - STATE OF NEW MEXICO

My commission expires: 3.30.2016

Barbara Narvaez

APPROVED AS TO FORM:  
*S. Nicole Williams*  
City Attorney

Todd Garrison  
Sheriff for Doña Ana County

Date

**CITY OF LAS CRUCES  
ADOPTED BUDGET FY 2012/2013**

| <b>FUND</b>                                       | <b>DIVISION</b>                  |                               | <b>FUND TYPE</b>                 |                                |
|---|----------------------------------|-------------------------------|----------------------------------|--------------------------------|
| <b>Police<br/>Fund 2400</b>                       | <b>Police</b>                    |                               | <b>Special Revenue</b>           |                                |
|   | <b>FY 2011/12<br/>Projected*</b> | <b>FY 2012/13<br/>Adopted</b> | <b>FY 2012/13<br/>Adjustment</b> | <b>FY 2012/13<br/>Adjusted</b> |
| <b>RESOURCES</b>                                  |                                  |                               |                                  |                                |
| Beginning Balance                                 | \$ 0                             | 0                             |                                  | 0                              |
| <b>REVENUES</b>                                   |                                  |                               |                                  |                                |
| 37015 Southern New Mexico Border Region Coalition | \$ 3,299                         | 16,917                        |                                  | 16,917                         |
| 37020 NM Dept of Transportation                   | 5,392                            | 3,008                         |                                  | 3,008                          |
| 37301 U.S. Department of Justice                  | 0                                | 0                             |                                  | 0                              |
| 37302 Project Safe Neighborhoods 2010             | 1,721                            | 8,279                         |                                  | 8,279                          |
| 37303 Project Safe Neighborhoods 2011             | 0                                | 8,000                         |                                  | 8,000                          |
| 37309 OJJDP After School Program                  | 98,550                           | 132,988                       |                                  | 132,988                        |
| 37310 Federal Bureau of Investigation             | 30,053                           | 105,053                       |                                  | 105,053                        |
| 37311 Domestic Highway Enforcement (HIDTA)        | 6,348                            | 3,102                         |                                  | 3,102                          |
| 37312 Immigration & Customs Enforcement           | 10,000                           | 0                             |                                  | 0                              |
| 37313 Department of Homeland Security             | 0                                | 0                             |                                  | 0                              |
| 37315 NM Homeland Security - Stonegarden          | 20,576                           | 229,951                       |                                  | 229,951                        |
| 37316 NM Homeland Security - Stonegarden 2011     | 0                                | 0                             | 40,000                           | 40,000                         |
| 37320 U.S. Marshals                               | 4,312                            | 20,688                        |                                  | 20,688                         |
| <b>Total Revenues</b>                             | \$ 180,251                       | 527,986                       | 40,000                           | 567,986                        |
| <b>Total Resources</b>                            | \$ 180,251                       | 527,986                       | 40,000                           | 567,986                        |
| <b>EXPENDITURES</b>                               |                                  |                               |                                  |                                |
| 37015 Southern New Mexico Border Region Coalition | 3,299                            | 16,917                        |                                  | 16,917                         |
| 37020 NM Dept of Transportation                   | 5,392                            | 3,008                         |                                  | 3,008                          |
| 37301 U.S. Department of Justice                  | 0                                | 0                             |                                  | 0                              |
| 37302 Project Safe Neighborhoods 2010             | 1,721                            | 8,279                         |                                  | 8,279                          |
| 37303 Project Safe Neighborhoods 2011             | 0                                | 8,000                         |                                  | 8,000                          |
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| 37313 Department of Homeland Security             | 0                                | 0                             |                                  | 0                              |
| 37315 NM Homeland Security - Stonegarden          | 20,576                           | 229,951                       |                                  | 229,951                        |
| 37316 NM Homeland Security - Stonegarden 2011     | 0                                | 0                             | 40,000                           | 40,000                         |
| 37320 U.S. Marshals                               | 4,312                            | 20,688                        |                                  | 20,688                         |
| <b>Total Expenditures</b>                         | \$ 180,251                       | 527,986                       | 40,000                           | 567,986                        |
| <b>ENDING BALANCE</b>                             | \$ 0                             | 0                             | 0                                | 0                              |

\*Projected based on 8 months actual through February 29, 2012 and 4 months projected.