

City of Las Cruces[®]

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 17 Ordinance/Resolution# 15-071

For Meeting of _____
(Ordinance First Reading Date)

For Meeting of October 20, 2014
(Adoption Date)

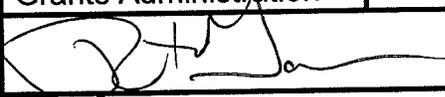
Please check box that applies to this item:

QUASI JUDICIAL LEGISLATIVE ADMINISTRATIVE

TITLE: A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF LAS CRUCES, ON BEHALF OF ITS POLICE DEPARTMENT, AND DOÑA ANA COUNTY TO AWARD GRANT FUNDING TO THE CITY IN THE AMOUNT OF \$42,303.36 FROM THE NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT THROUGH DOÑA ANA COUNTY, TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE MEMORANDUM OF AGREEMENT AND TO APPROVE AN ADJUSTMENT TO THE FY 2015 BUDGET.

PURPOSE(S) OF ACTION:

Accept grant funding.

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

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces, on behalf of its Police Department, has been awarded \$42,303.36 in federal grant funding through the Doña Ana County Sheriff's Office (DASO) under a federal grant sub-award offered by the New Mexico Department of Homeland Security and Emergency Management through the 2013 State Homeland Security Operation Stonegarden Grant Program.

Grant funding will be used to cover police officer overtime and fringe benefits expenses, equipment purchases and mileage expenses as related to Las Cruces Police Officer participation in operations as approved by DASO.

Federal grant funding under this agreement expires December 31, 2014.

SUPPORT INFORMATION:

1. Resolution.

(Continue on additional sheets as required)

2. Exhibit "A", Memorandum of Agreement.
3. Exhibit "B", Budget Adjustment.

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 checked="" type="checkbox"/>	Funds will be deposited into this fund: 2400 in the amount of \$42,303.36 for FY15.
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

BUDGET NARRATIVE

Grant funds will be budgeted in Fund: 2400, Police Fund in the amount of \$42,303.36 under project code 37318. Drawdown will occur as overtime and fringe benefits expenses, equipment purchase and mileage expenses are incurred as prescribed under the grant agreement.

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 Scheduled Overtime	24147460-610210-37318	\$7,680.00	\$7,680.00*	\$0.00	N/A
Police Fund FICA Medicare	24147460-620220-37318	\$111.00	\$111.00*	\$0.00	N/A
Police Fund MP Fuel	24147460-721132-37318	\$1,512.36	\$1,512.36*	\$0.00	N/A
Police Fund Rolling Equipment	24147460-851100-37318	\$33,000.00	\$33,000.00*	\$0.00	N/A

*Upon approved budget adjustment.

(Continue on additional sheets as required)

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will allow the City to accept the grant funds, will ratify the City Manager's signature on the memorandum of agreement and will approve the budget adjustment.
2. Vote "No"; this will reject the grant award and could negatively affect future 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

RESOLUTION NO. 15-071

A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF LAS CRUCES, ON BEHALF OF ITS POLICE DEPARTMENT, AND DOÑA ANA COUNTY TO AWARD GRANT FUNDING TO THE CITY IN THE AMOUNT OF \$42,303.36 FROM THE NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT THROUGH DOÑA ANA COUNTY, TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE MEMORANDUM OF AGREEMENT AND TO APPROVE AN ADJUSTMENT TO THE FY 2015 BUDGET.

The City Council is informed that:

WHEREAS, the City of Las Cruces, on behalf of its Police Department, has been awarded grant funding in the amount of \$42,303.36 from Doña Ana County as approved by the New Mexico Department of Homeland Security and Emergency Management; and

WHEREAS, grant funding will be used to cover police officer overtime and fringe benefits expenses, equipment purchase and mileage expenses as approved by Doña Ana County; and

WHEREAS, the period of performance for this funding is from September 1, 2014 through December 31, 2014.

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

(I)

THAT the City of Las Cruces, on behalf of its Police Department, is approved to accept federal sub-grant funding in the amount of \$42,303.36 from Doña Ana County.

(II)

THAT the City Manager's signature on the memorandum of agreement is ratified; Exhibit "A", attached hereto and made part of this resolution.

(III)

THAT the City's FY 2015 adopted budget is adjusted as outlined in the budget adjustment, Exhibit "B" 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: _____

VOTE:

Mayor Miyagishima:	_____
Councillor Silva:	_____
Councillor Smith:	_____
Councillor Pedroza:	_____
Councillor Small:	_____
Councillor Sorg:	_____
Councillor Levatino:	_____

APPROVED AS TO FORM:

A. J. McDemmy
City Attorney

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

14-160
CJC

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 City of Las Cruces Police Department (herein referred to as the sub-recipient).

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 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 document are necessary to ensure the health, safety, and welfare of the residents of the County as a whole; and

WHEREAS, the City of Las Cruces Police Department 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 \$936,747.00; and

WHEREAS, the City of Las Cruces Police Department has been awarded \$63,235.92, 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 August 31, 2015.

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-2013-SS-00152-S01 Dona Ana County Sheriff's Department (OPSG) otherwise known as Stonegarden 2013.
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 City of Las Cruces Police Department against the amount allocated to the City of Las Cruces Police Department.
4. To report performance of the City of Las Cruces Police Department 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 City of Las Cruces Police Department for eligible expenses under this Agreement submitted with appropriate documentation, to be received by the end of end of August 31, 2015 for expenses incurred during the period beginning September 1, 2014 and ending August 31, 2015.

The City of 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 by the sub-recipient at the beginning of the award period.
6. To comply with the special project overtime policy submitted at the beginning of the award period by the sub-recipient. The policy must provide for a reasonable period of rest for the participating individual prior to Stonegarden overtime and afterward.

7. To submit a schedule of patrol activities 10 days in advance of execution of those activities.
8. To conduct law enforcement activities within the jurisdiction of the City of Las Cruces Police Department 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.
9. 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.
10. That any equipment or material purchased by the City of Las Cruces Police Department shall be maintained and cared for by the City of Las Cruces Police Department. The County is not responsible for the maintenance and care of any equipment purchased by the City of Las Cruces Police Department.
11. To record and report to the County any activity that is consistent with the respective operations orders submitted to Border Patrol for approval.
12. To submit requests for reimbursement to DASO on a quarterly or monthly basis for eligible expenses with appropriate documentation incurred by the City of Las Cruces Police Department by the 15th 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 August 31, 2015 or when the City of Las Cruces Police Department 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 City of Las Cruces Police Department for eligible expenses incurred up to the date of termination. The City of Las Cruces Police Department 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 City of Las Cruces Police Department 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.

City of Las Cruces Police Department

City of Las Cruces



Jaime Montoya
Chief of Police



Mr. Robert L. Garza, P.E.
City Manager

7/15/14

Date

7-24-14

Date

APPROVED AS TO FORM:

CITY ATTORNEY

Doña Ana County Sheriff's Office

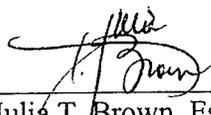


Todd Garrison
Sheriff for Doña Ana County

8/1/14

Date

County Manager



Julia T. Brown, Esq.
Doña Ana County Manager

8/12/14

Date

Operation Order Number:		September 1, 2014 to December 31, 2014									
Fiscal Grant Year:		2013									
FY Award Amount/Balance											
	Overtime	Fringe	Equipment	Fuel	Maintenance	Mileage	Travel	CTY M&A	Total		
DASO	\$ 75,600.00	\$ -	\$ 137,723.55	\$ 4,800.00	\$ -	\$ -	\$ -	\$ 6,120.00	\$ 224,243.55		
Las Cruces PD	\$ 7,680.00	\$ 111.36	\$ 33,000.00	\$ -	\$ -	\$ 1,512.00	\$ -	\$ -	\$ 42,303.36		
Anthony PD	\$ 5,184.00	\$ 75.17	\$ 33,000.00	\$ -	\$ -	\$ 702.00	\$ -	\$ -	\$ 38,961.17		
Sunland Park PD	\$ 5,376.00	\$ 77.95	\$ 33,000.00	\$ -	\$ -	\$ 2,592.00	\$ -	\$ -	\$ 41,045.95		
NMSP District 4	\$ 17,280.00	\$ 250.56	\$ -	\$ -	\$ -	\$ 15,840.00	\$ 5,666.68	\$ -	\$ 39,037.24		
NMMTP	\$ 17,280.00	\$ 1,261.44	\$ -	\$ -	\$ -	\$ 15,840.00	\$ -	\$ -	\$ 34,381.44		
Mesilla Marshals	\$ 5,184.00	\$ 321.41	\$ 33,000.00	\$ -	\$ -	\$ 540.00	\$ -	\$ -	\$ 39,045.41		
Hatch PD	\$ 5,184.00	\$ 75.17	\$ -	\$ -	\$ -	\$ 896.00	\$ -	\$ -	\$ 6,155.17		
COUNTY TOTAL	\$ 138,768.00	\$ 2,173.06	\$ 269,723.55	\$ 4,800.00	\$ -	\$ 37,922.00	\$ 5,666.68	\$ 6,120.00	\$ 465,173.29		

CITY OF LAS CRUCES
2014-15 Fiscal Year Budget

FUND	DIVISION		FUND TYPE	
	Police	Police	Special Revenue Funds	
Police Fund 2400				
	2013-14 Un-Audited	2014-15 Adopted	2014-15 Adjustment	2014-15 Adjusted
RESOURCES				
Beginning Balance	\$ (0)	0		0
Revenues				
Federal Grants	177,727	129,087	42,304	171,391
State Grants	0	0	0	0
Operating Transfers In	0	0	0	0
Total Revenues	177,727	129,087	42,304	171,391
TOTAL RESOURCES	\$ 177,727	129,087	42,304	171,391
Expenditures				
Las Cruces Police Department				
37015 - SUBSTANCE ABUSE AND MENTAL HEALTH	5,820	4,628	0	4,628
37309 - AFTER SCHOOL PROGRAM	31,456	8,049	0	8,049
37310 - FEDERAL BUREAU OF INVESTIGATIONS	2,729	0	0	0
37312 - HOMELAND SECURITY ICE	4,275	0	0	0
37317 - NM HOMELAND SECURITY THRU DASO 14	54,286	53,810	0	53,810
37318 - NM HOMELAND SECURITY THRU DASO FFY13	0	0	42,304	42,304
37320 - US MARSHALS	17,665	0	0	0
37514 - FBI TASK FORCE FY14	37,409	46,034	0	46,034
37515 - FBI OCDETF FY14	24,087	16,566	0	16,566
Operating Transfers Out	0	0	0	0
Total Expenditures	\$ 177,727	129,087	42,304	171,391
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 0	0	0	0