



City of Las Cruces®

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Council Action and Executive Summary

Item # 11Ordinance/Resolution# 16-092For Meeting of _____
(Ordinance First Reading Date)For Meeting of October 5, 2015
(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 \$58,350.40 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 2016 BUDGET.

PURPOSE(S) OF ACTION:

Accept grant funding.

COUNCIL DISTRICT: All		
<u>Drafter/Staff Contact:</u> Michelle K. Belone	<u>Department/Section:</u> Financial Services / Grants Administration	<u>Phone:</u> 541-2716
<u>City Manager Signature:</u>	<i>Daniel Carls</i>	

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces, on behalf of its Police Department, has been awarded \$58,350.40 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 2014 State Homeland Security Grant Operation Stonegarden Program.

Grant funding will be used to cover police officer overtime expenses as related to operations as approved by DASO.

Federal grant funding under this agreement expires August 31, 2016.

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: <u>2400</u> in the amount of <u>\$58,350.40</u> for <u>FY16</u> .
	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 \$58,350.40 under project code 37319. Drawdown will occur as overtime 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
DOJ Programs	24147460-610210-37319	\$58,350.40	\$58,350.40*	\$0.00	N/A

*Upon approved budget adjustment.

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.

(Continue on additional sheets as required)

REFERENCE INFORMATION:

N/A

(Continue on additional sheets as required)

RESOLUTION NO. 16-092

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 \$58,350.40 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 2016 BUDGET.

The City Council is informed that:

WHEREAS, Doña Ana County, through its Sheriff's Office, has awarded the City, on behalf of its Police Department, a federal sub-grant award of \$58,350.40; and

WHEREAS, the sub-grant award memorandum of agreement provides grant funding to cover overtime expenses as related to police officer participation in operations conducted under the New Mexico Department of Homeland Security and Emergency Management (NMDHS & EM) Operation Stonegarden Program; and

WHEREAS, Doña Ana County has authority to provide the sub-grant award as prescribed by the funding document: NMDHS & EM Sub-grant No. EMW-2014-SS-00030-S01-OPSG-DASO.

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 enter into a memorandum of agreement attached hereto as Exhibit "A", with Doña Ana County to accept federal grant funds in the amount of \$58,350.40 in accordance with NMDHS & EM Operation Stonegarden Program.

(II)

THAT the City Manager's signature on the memorandum of agreement is ratified.

(III)

THAT the FY 2016 budget is adjusted as prescribed 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)

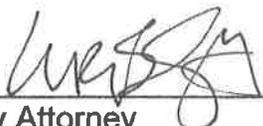
Moved by: _____

Seconded by: _____

VOTE:

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

APPROVED AS TO FORM:



City Attorney

MEMORANDUM OF AGREEMENT BETWEEN DOÑA ANA COUNTY, DOÑA ANA SHERIFF'S DEPARTMENT AND THE CITY OF 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 Department (herein referred to as the County), a political subdivision of the State of New Mexico and the City of Las Cruces, 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 Police Department 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 \$741,329.00; and

WHEREAS, the City of Las Cruces Police Department has been awarded \$58,350.40, 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, 2016.

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-2014-SS-00030-S01 Dona Ana Sheriff's Department (OPSG) otherwise known as Stonegarden 2014.
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, 2016 for expenses incurred during the period beginning September 1, 2014 and ending August 31, 2016.

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 Sheriff's Department (DASD) 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 DASD on a monthly basis for eligible expenses with appropriate documentation incurred by the City of Las Cruces Police Department by the 15th after the end of the month.
13. To comply with set instructions as outlined in Exhibit "B" Reimbursement Process and Policy.

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, 2016 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.

Exhibit A Budget Allocation

City of Las Cruces Police Department	
Approved Concept of Operations	
Overtime:	
Total Overtime	\$51,200.00
Fringe:	
Total Fringe	\$742.40
Mileage:	
Total Mileage	\$6,408.00
*Not to Exceed Total:	\$58,350.40
<p><small>*Release of funds is done on at each quarter basis contingent upon approval of a Operations Orders spending plan approved by New Mexico Department of Homeland Security & Emergency Management</small></p>	

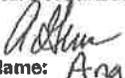
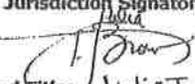
Exhibit B

Dofia Ana County Sheriff's Department Reimbursement Process and Policy

1. Reimbursement requests need to be filed with the DASD grants office no later than the 15th after the end of each month.
2. Success story report are to be submitted to DASD no later than the 2nd following the end of the month.
3. Quarterly Statistical Report to be submitted to DASD no later than the 2nd following the end of fiscal quarter.
4. All payroll registers, work sheets, spreadsheets, overtime sheets, Daily Activity Reports (DAR's) and other documentation such as copies of invoices and cancelled checks must accompany the request for reimbursement.
5. All payroll registers, work sheets and spreadsheets, overtime sheets and DAR's must be certified by signature and dated. The signature must be that of the person responsible for the coordination of the grant. Also, print the person's name and title. Electronic signatures are NOT acceptable.
6. A cover letter should be the first item with the request. Copies of examples can be obtained through the DASD Grants Office.
7. Reimbursement requests for expenses dated more than 120 days from the recorded time of expense will not be granted. All receipts, bills and other documents not having a recorded date and time of expense will not be accepted.
8. It shall be the responsibility of the submitting agency to vet their request for reimbursement. The Dofia Ana County Sheriff's Department and the Dofia Ana County Finance Department will not correct or change data or information on a request for reimbursement. A request with errors shall be returned to the submitting agency and the time lines in item 7 will remain in place. Each correction/change must be initialed and dated.
9. The Dofia Ana County Sheriff's Department and the County of Dofia Ana may terminate funding at any time if the sub-recipient is non-compliant with the provisions of the Memorandum of Agreement. Additionally, funding may be terminated for convenience according to paragraph Q. of the main funding document (EXHIBIT C) Stonegarden EMW-2014-SS-00030-S01.
10. Funding amounts are not guaranteed. Because of the nature of grant funding, the Dofia Ana County Sheriff's Department and the County of Dofia Ana do not guarantee that the sub-recipient shall be reimbursed the total award as indicated in the Memorandum of Agreement. All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.

Exhibit C

 <p>NEW MEXICO DEPARTMENT OF HOMELAND SECURITY & EMERGENCY MANAGEMENT Sub-Grant Agreement 2014 State Homeland Security Grant Program 2014 Federal Grant No. EMW-2014-SS-00030-S01 CFDA No. 97.067</p>			
1. Sub-Grant No. EMW-2014-SS-00030-S01 OPSG-DASO	2. Recipient Dona Ana County Sheriff's Office	3. FIDUCIARY Dona Ana County	4. DFAVENDOR NUMBER/DUNS NUMBER 46539/45612165
5. Recipient Address Dona Ana County Sheriff's Office 845 N. Motel Blvd. Las Cruces, NM 88007		6. Issuing Office and Address New Mexico Department of Homeland Security & Emergency Management P. O. Box 27111 Santa Fe, NM 87502	
7. Effective Date of This Action September 1, 2014		8. DHSEM Grant Specialist: Arianna Burger	Phone: 505-476-9614 Fax: 505-476-9695 Email: Arianna.Burger@state.nm.us
9. Termination Date August 31, 2016			
10. Funding: Total Awarded Amount: \$ 741,329.00			
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.			
<ul style="list-style-type: none"> a. Project Budget Details are funding allocations, and are not to be construed as expenditure authorizations or approvals. Grant program guidelines and Federal, State, and local contracting and procurement compliance requirements apply. Items procured with SHSGP grant funds will be considered a state resource in times of need. b. Quarterly financial and progress reports are due on 4/30, 7/30, 10/30 and 1/30 c. FEMA Operational Orders must be pre-approved for all equipment, operational overtime, fringe, maintenance and fuel cost obligations regardless of any application review. And all equipment must be purchased and deployed in accordance with the jurisdiction's 2014 SHSGP application d. Request for reimbursement will not be processed if quarterly financial and programmatic reports are delinquent and if the Operational Orders are not approved by FEMA. e. Communication Equipment: If a revision of scope of work is requested it must be approved by SICWGI, DHSEM grant staff as well as program staff before the jurisdiction can proceed. No increase to communications awards will be considered without full approval of the SICWGI. f. Procurement from Minority Owned and Women Owned Business is encouraged, and must be tracked and reported in DHSEM on the quarterly reports. g. Emergency Operations Plans must satisfactorily address the plan requirements outlined in the DHSEM Local Emergency Operations Plan Review crosswalk before payment. h. NEPA/EHP Compliance: The recipient must provide information to DHSEM 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 during the performance period. i. All SHSGP sub-grantees must be NIMS compliant and must undergo a yearly NIMSCASU site visit and complete their jurisdiction's NIMSCASU assessment on or before September 30. j. Resource typing database must be updated quarterly in E-Team. k. Budget or Program changes must be approved by Program and Grant Staff. l. Annual external audit reports must be submitted to DHSEM within 90 days of receipt by sub-recipients. m. Contracts must be pre-approved by DHSEM prior to obtaining vendor and sub-recipient signatures. n. The accounting system and financial capability questionnaire must be completed by the sub-recipient and DHSEM grant staff within 60 days of the sub-recipient dissemination and prior to funds being released. o. All awarded projects must be planned for and budgeted within the designated performance period. Extensions will only be considered in documented extenuating circumstances. Remaining balances will be reviewed and may be re-allocated to other jurisdictions. 			

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  Printed Name: Angie Guerrero	Date: 1/12/2015 Phone: 575-525-8838 Fax: 575-525-8852 Email: angieg@donaanacounty.org
15. Signature of Jurisdiction Chief Financial Officer  Printed Name: Bill Notard	Date: Phone: 575-647-7214 Fax: 575-525-5930 Email: billn@donaanacounty.org
16. Signature of Jurisdiction Signatory Official  Printed Name and Title: Julia T. Brown, County Manager	Date: 1/20/15 Phone: 575-525-5803 Fax: 575-525-5812 Email: julia.b@donaanacounty.org
17. DHSEM Signatory Official (Name and Title) 	Date: 2 Feb 15

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

The DONA ANA COUNTY has been awarded \$741,329.00 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 1: Approved Operation Stonegarden Activities

The performance period of this grant award is September 1, 2014 through August 31, 2016. DONA ANA COUNTY cannot 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. Inflation 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, 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: January 30, April 30, July 30, and October 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 EMPG 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 signed 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.mpl.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.
- **Food and Beverages:** Per National Preparedness Directorate (NPD) allowances, food and/or beverage expenses provided by recipients are allowable costs if:
 - (1) The food and/or beverages are provided to participants at training sessions, meetings, or conferences that are allowable activities under the NPD program guidelines; and
 - (2) Expenses incurred for food and/or beverages, and provided at training sessions, meetings, or conferences, satisfy the following tests:
 - (a) The cost of the food and/or beverages provided is considered to be reasonable;
 - (b) The food and/or beverages provided are subject of a work-related event and work continues after meals are served;
 - (c) Participation by all participants is mandatory; and
 - (d) The food and/or beverages provided are not related directly to amusement and/or social event. (Any event where alcohol is being served is considered a social event; therefore, costs associated with the event are not allowed).

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

- Transfer of funds between any programs (SHSP, LETPP, CCP, MMRS)
- 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 and a Grant Funded Typed Resource Report* shall be submitted to DHSEM bi-annually each June 30 and December 30 with the *Financial Progress Report* during the performance period, and continued submission is required bi-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 29 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)

Doña Ana County Sheriff's Department



Main Station - 845 N. Motel Blvd

Enrique Kiki Vigil, Sheriff

Las Cruces, NM 88007

Edward J. Lerma, Undersheriff

September 10, 2015

LCPD Chief Jaime Montoya
C/O Michelle Belone
 City of Las Cruces
 700 N. Main Street
 Las Cruces, New Mexico 88004

Re: Stonegarden Grant EMW-2014-SS-00030-S01-OPSG-DASO – MOA & OPS Approval Quarter 9/1/2015 – 12/31/2015

Dear Chief Montoya:

This is official notification that the City of Las Cruces Police Department has been approved to spend **\$17,742.72** of its total \$58,350.40 allocation awarded under the above referenced grant. Funding for this program is disbursed through quarterly operations orders. For your records, enclosed is a fully executed Memorandum of Agreement (MOA) between the City of Las Cruces Police Department, Doña Ana County and Doña Ana County Sheriff's Department. City of Las Cruces PD should begin operations in coordination with the Border Patrol Sector(s).

The approved line item budget to be spent during the specified timeframe is as follows:

Operations Order – Quarter beginning September 1, 2015 through December 31, 2015			
Overtime:	Fringe:	Mileage:	Total:
\$15,360.00	\$222.72	\$2,160.00	\$17,742.72

Please feel free to call for any questions regarding the MOA, Award Amount or requirements for this funding award at (575) 525-8838. The Sheriff's Department looks forward to working another successful year of Operation Stonegarden.

Sincerely,

Angie Guerrero,
 Grants Administrator
 DAC Sheriff's Department

Cc: Justin Dunivan, LCPD Deputy Chief
 Lt. Walter Jackson, LCPD
 Lawrence Archuleta, LCPD
 James Williams, City of Las Cruces
 Project File (s)

CITY OF LAS CRUCES

Fund Summary

Fund: 2400
DFA: 218

Fund Name: POLICE FUND
DFA Name: Intergovernmental Grants

	2015-16 Budget			% Inc. / Dec.
	Adopted	Adjustment	Amended	
<i>Beginning Balance</i>	\$ 0	0	0	0.00%
Resources				
Revenue	\$ 65,303	58,351	123,654	89.35%
Proceeds	0	0	0	0.00%
Transfers In	0	0	0	0.00%
Total Resources	\$ 65,303	58,351	123,654	89.35%
Expenditures				
Salaries & Benefits	\$ 0	0	0	0.00%
Operating Costs	0	0	0	0.00%
Capital Outlay	0	0	0	0.00%
Debt Service	0	0	0	0.00%
Grant / Projects	65,303	58,351	123,654	89.35%
Transfers Out	0	0	0	0.00%
Total Expenditures	\$ 65,303	58,351	123,654	89.35%
<i>Ending Balance</i>	\$ 0	0	0	0.00%



City of Las Cruces®

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14

COUNCIL ACTION AND EXECUTIVE SUMMARY PACKET ROUTING SLIP

For Meeting of _____
(Ordinance First Reading Date)

For Meeting of October 5, 2015
(Adoption Date)

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 \$58,350.40 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 2016 BUDGET.**

Purchasing Manager's Request to Contract (PMRC) {Required?} Yes No

DEPARTMENT	SIGNATURE	PHONE NO.	DATE
Drafter/Staff Contact Michelle K. Belone	<i>[Signature]</i>	541-2716	9/14/15
Police Department Chief Jaime Montoya	<i>J. Montoya for Chief Montoya</i>	541-4200	9-14-15
Finance Department Victoria Fredrick <i>(VP)</i>	<i>[Signature]</i>	541-2080	9/15/15
Management & Budget Manager, Robert Lundien	<i>R. Macgregor for R. Lundien</i>	541-2107	9/16/15
Assistant City Manager /CAO Mark Winson	<i>[Signature]</i>	541-2100	9/16/15
Assistant City Manager/COO Daniel Avila	<i>[Signature]</i>	541-2100	9/22/15
City Attorney Wm. "Rusty" Babington	<i>[Signature]</i>	541-2128	23 Sep 2015
Interim City Clerk Linda Lewis	<i>[Signature]</i>	541-2115	9/25/15