

**LUNA COUNTY BOARD OF COUNTY
COMMISSIONERS**

RESOLUTION NO. 19-45
Proposed Inter/Intra Fund Budget Increases

WHEREAS, the Luna County Board of County Commissioners has the statutory authority to approve, modify and amend the County's annual operating budget; and

WHEREAS, development of an annual budget includes a considerable amount of professional guessing about events that may occur in the future; and

WHEREAS, during the course of the budget year actual events can result in receiving revenues or making expenditures that were not expected at the time the budget was prepared and adopted; and

WHEREAS, it is necessary to adjust the County's adopted budget to properly provide for these unexpected events.

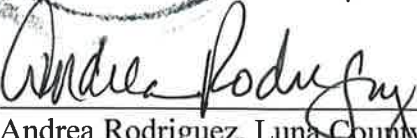
NOW THEREFORE BE IT RESOLVED that the Luna County Board of County Commissioners hereby adopts the changes to the County's Fiscal Year 108, July 1, 2019 through June 30, 2020 Budget proposed by the County's management staff and attached hereto in spreadsheet form, as amendments to the previously adopted operating budget.

PASSED, APPROVED AND ADOPTED THIS 19th DAY OF SEPTEMBER, 2019.

LUNA COUNTY


Chairperson




Andrea Rodriguez, Luna County Clerk

Be it remembered that at a Special meeting of the Luna County Board of County Commissioners in Denning NM on the 19th day of September, 2019, the following budget adjustments are proposed and entered of record.

SCHEDULE OF BUDGET
ADJUSTMENTS

Budget Resolution Number 19-45
Proposed Inter/Intra FUND Budget Increase

Entity Code
DFA
Resolution
Number

ITEM NO	Adjustment Type	Fund/ DFA Fund	Dept.	From	Amount	To	Amount	Purpose	Approved Budget Balance	Adjusted Budget Balance
One	Increase	401/11000	General Fund - Managers	401/11000	\$ 7,943.00	401-01-2002 Salaries - Full-Time 401-01-2060 Match - Medicare 1.45%	\$ 5,923.00	To pay for additional 10% salary of Grants Administrator to reflect change in duties. To pay for additional 10% salary of Grants Administrator to reflect change in duties.	\$ 657,160.66	\$ 662,983.66
						401-01-2063 Match - PERA 16.67%	\$ 971.00	To pay for additional 10% salary of Grants Administrator to reflect change in duties.	\$ 10,475.99	\$ 10,566.99
						401-01-2064 Match - FICA 6.2%	\$ 387.00	To pay for additional 10% salary of Grants Administrator to reflect change in duties.	\$ 44,809.75	\$ 45,196.75
						401-01-2065 Match - Group Insurance	\$ 554.00	To pay for additional 10% salary of Grants Administrator to reflect change in duties.	\$ 105,007.30	\$ 105,561.30
						401-01-2070 Match - RHCA 2.0%	\$ 117.00	To pay for additional 10% salary of Grants Administrator to reflect change in duties.	\$ 13,143.21	\$ 13,260.21
Two	Increase	401/11000	General Fund - Sheriff's Department	401/11000	\$ (22,259.00)	401-08-2028 Insurance Recoveries Capital Outlay	\$ (22,259.00)	Insurance recovery check for vehicle accident. To allow for spending of insurance recovery funds for vehicle accident.	\$ -	\$ (22,259.00)
						401-08-2074 Tort Claims	\$ 9,341.96	To pay for additional deductible not anticipatped during final budget preparation.	\$ 25,000.00	\$ 34,341.96
Three	Increase	401/11000	General Fund - Sheriff's Department	401/11000	\$ 9,341.96	408-32-2020 Supplies	\$ 7,621.30	To allow for spending of carryover amounts from previous fiscal year for Buzz Free After Prom event.	\$ 10,609.37	\$ 18,230.67
Four	Increase	408/22300	DWI - Teen Court	408/22300	\$ 7,621.30	408-71-1629 Other Revenue Sources	\$ 2,000.00	To decrease anticipated revenue per final grant award for the JAF Grant.	\$ (15,000.00)	\$ (13,000.00)
						408-32-2005 Salaries - Overtime	\$ (857.50)	To decrease anticipated expenditure due to decrease in funding per final grant award for the JAF Grant.	\$ 2,798.75	\$ 1,931.25
						408-32-2009 Office Supplies	\$ (76.90)	To decrease anticipated expenditure due to decrease in funding per final grant award for the JAF Grant.	\$ 500.00	\$ 423.10
						408-32-2060 Match - Medicare 1.45%	\$ (12.44)	To decrease anticipated expenditure due to decrease in funding per final grant award for the JAF Grant.	\$ 40.44	\$ 28.00
						408-32-2064 Match - FICA 6.2%	\$ (53.16)	To decrease anticipated expenditure due to decrease in funding per final grant award for the JAF Grant.	\$ 172.90	\$ 119.74
						408-32-2101 Professional/Contract Services	\$ (1,000.00)	To decrease anticipated expenditure due to decrease in funding per final grant award for the JAF Grant.	\$ 10,000.00	\$ 9,000.00

ITEM NO	Adjustment Type	Fund/ DFA Fund	Dept.	From	Amount	To	Amount	Purpose	Approved Budget Balance	Adjusted Budget Balance
Six	Increase	411/21800	Community Improvements	411/21800	\$ (247,500.00)	411-77-1472 2019 Cap Appr - PAT Building	\$ (247,500.00)	CAP Appropriation Award for repairs and renovation to community health and wellness building (Silver & Hemlock Streets)	\$ -	\$ (247,500.00)
Seven	Increase	411/21800	Community Improvements	411/21800	\$ (100,000.00)	411-00-2472 2019 Cap Appr - PAT Building	\$ 247,500.00	To allow for spending of CAP Appropriation for repairs and renovation to community health and wellness building (Silver & Hemlock Streets)	\$ -	\$ 247,500.00
					\$ 247,500.00	411-77-1473 2019 HB - SO Equipment	\$ (100,000.00)	Revenue from HB Appropriation for equipment for Sheriff's Office	\$ -	\$ (100,000.00)
					\$ 100,000.00	411-00-2473 2019 HB - SO Equipment	\$ 100,000.00	To allow for spending of HB Appropriation for equipment for Sheriff's Office	\$ -	\$ 100,000.00
Eight	Increase	411/21800	Community Improvements	411/21800	\$ (16,000.00)	411-77-1467 NMSU-BLM Ingrid Weed Mgmt	\$ (16,000.00)	Revenue from increase in federal award for BLM Weed Management Program	\$ (24,000.00)	\$ (40,000.00)
					\$ 16,000.00	411-00-2467 NMSU-BLM Integrated Weed Mgmt Pt	\$ 16,000.00	To allow for expenditure from increase in revenue from federal award for BLM Weed Management Program	\$ 24,000.00	\$ 40,000.00
Nine	Increase	411/21800	Community Improvements	411/21800	\$ (250,000.00)	411-77-1475 2019 Cap Appr - Road	\$ (250,000.00)	To allow for spending of CAP Roads	\$ -	\$ (250,000.00)
					\$ 250,000.00	411-00-2475 2019 Cap Appr - Road	\$ 250,000.00	To allow for spending of CAP Appropriation for Roads	\$ -	\$ 250,000.00
Ten	Increase	411/21800	Community Improvements	411/21800	\$ (32,993.16)	411-77-1442 Emer Mgmt Grants	\$ (32,993.16)	Revenue increase due to 2019 EMPG Award	\$ (43,006.33)	\$ (75,999.49)
					\$ 32,993.16	411-41-2443 Emergency Mgmt - Grants	\$ 32,993.16	To allow for expenditure of 2019 EMPG Grant Award	\$ 43,006.33	\$ 75,999.49
Eleven	Increase	415/21800	Community Services	415/21800	\$ 6,315.97	415-17-2363 Grant MCH	\$ 6,315.97	To allow for expenditure of carryover funds from prior fiscal year.	\$ 25,855.02	\$ 32,170.99
					\$ 6,662.61	605-08-2012 Equipment/Supplies/Mtr/Repairs	\$ 6,662.61	To allow for spending of all LEPP funds to zero out fund by fiscal year end as required by DFA. (Luna County side only - already calculated on LCBMS)	\$ 23,262.00	\$ 29,924.61
Twelve	Increase	605/21100	Law Enforcement Protection Fund (LEPF)	605/21100	\$ 6,662.61	605-08-2012 Equipment/Supplies/Mtr/Repairs	\$ 6,662.61	To allow for spending of FY2018 Operation Stonegarden award.	\$ -	\$ 180,000.00
Thirteen	Increase	610/21800	Drug Investigation - Operation Stonegarden (Even)	610/21800	\$ (950,000.00)	610-08-2002 Salaries - Full-Time	\$ 21,840.00	To allow for spending of FY2018 Operation Stonegarden award.	\$ -	\$ 180,000.00
					\$ 950,000.00	610-08-2005 Salaries - Overtime	\$ 180,000.00	To allow for spending of FY2018 Operation Stonegarden award.	\$ -	\$ 180,000.00
					\$ 45,723.54	610-08-2011 Vehicle Expense	\$ 45,723.54	To allow for spending of FY2018 Operation Stonegarden award.	\$ -	\$ 45,723.54
					\$ 15,917.72	610-08-2012 Equip/Supplies/Mtr/Repairs	\$ 15,917.72	To allow for spending of FY2018 Operation Stonegarden award.	\$ -	\$ 15,917.72
					\$ 137,795.12	610-08-2028 Capital Outlay	\$ 137,795.12	To allow for spending of FY2018 Operation Stonegarden award.	\$ -	\$ 137,795.12
					\$ 2,948.52	610-08-2060 Match - Medicare 1.45%	\$ 2,948.52	To allow for spending of FY2018 Operation Stonegarden award.	\$ -	\$ 2,948.52
					\$ 3,640.73	610-08-2063 Match - PERA	\$ 3,640.73	To allow for spending of FY2018 Operation Stonegarden award.	\$ -	\$ 3,640.73
					\$ 1,447.99	610-08-2064 Match - FICA 6.2%	\$ 1,447.99	To allow for spending of FY2018 Operation Stonegarden award.	\$ -	\$ 1,447.99
					\$ 9.20	610-08-2066 Workers' Compensation Assmt	\$ 9.20	To allow for spending of FY2018 Operation Stonegarden award.	\$ -	\$ 9.20

ITEM NO	Adjustment Type	Fund/ DFA Fund	Dept.	From	Amount	To	Amount	Purpose	Approved Budget Balance	Adjusted Budget Balance
						610-08-2070 RHCA 2.0%	\$ 436.80	To allow for spending of FY2018 Operation Stonegarden award	\$ -	\$ 436.80
						610-08-2307 Stonegarden - Denning PD	\$ 190,320.38	To allow for spending of FY2018 Operation Stonegarden award	\$ -	\$ 190,320.38
						610-08-2308 Stonegarden - NM/SP	\$ 349,920.00	To allow for spending of FY2018 Operation Stonegarden award	\$ -	\$ 349,920.00
Fourteen	Increase	609/22600	Adult Detention	609/22600	\$ 40,000.00	609-21-2011 Vehicle Expense	\$ 40,000.00	Fuel was inadvertently left off of final budget - this will allow for spending for this fiscal year.	\$ 25,240.00	\$ 65,240.00
Fifteen	Increase	609/22600	Adult Detention	609/22600	\$ 20,000.00	609-21-2018 Inmate Medical	\$ 20,000.00	To pay for medical expenditures for inmates for this fiscal year - CorrHealth contract was increased.	\$ 768,816.87	\$ 788,816.87
Sixteen	Increase	609/22600	Adult Detention	609/22600	\$ 25,000.00	609-21-2010 Mileage/Per Diem	\$ 25,000.00	To allow for additional training necessary for accreditation during this fiscal year not realized during final budget preparation.	\$ 16,594.50	\$ 41,594.50
					\$ 122,884.84		\$ 122,884.84		\$ 722,025.79	\$ 844,910.63

NOW, THEREFORE, it is respectfully requested that the Luna County Commissioners, authorize the above adjustments to the Luna County Budget.

Done at Deming New Mexico this Thursday the 19th day of September, 2019,

LUNA COUNTY BOARD OF COUNTY COMMISSIONERS

Barbara L. Kedy, District 1

Linda M. Smrkovsky, District 2

John S. Sweetser, District 3

ATTEST:

Entered By:

Date _____

Andreas Rodriguez, Luna County Clerk

Checked By:

Date _____



To: County Manager/Commissioners
From: Joanne C. Hethcox, CPM®
Department: Business Office
Date: 09/12/2019

Total of Request

Re: Budget Request for a BUDGET TRANSFER [] \$

BUDGET INCREASE [X] \$7,943.00

TRANSFER FROM

FUND or Line Item Number	Line Item Description	Current Line Balance	Proposed Transfer Amount

TRANSFER TO

FUND or Line Item Number	Line Item Description	Current Line Balance	Proposed Transfer Amount
401-01-2002	Salaries – Full-time	\$520,726.73	\$5,823.00
401-01-2060	Match – Medicare	\$8,793.29	\$91.00
401-01-2063	Match – PERA	\$91,028.13	\$971.00
401-01-2064	Match – FICA	\$37,614.31	\$387.00
401-01-2065	Match – Group Insurance	\$91,940.77	\$554.00
401-01-2070	Match – RHCA	\$10,914.87	\$117.00

Purpose budget adjustment: (to pay for what?) To pay for addition 10% of salary for Grants Administrator to reflect change in duties.

REASON FOR TRANSFER (why is current budget insufficient). Did not anticipate change in duties for personnel.

Department Head Signature: _____

Joanne C. Hethcox

MEMO To: County Manager/Commissioners**From: Sheriff Kelly Gannaway****Department: Luna County Sheriff's Department****Date: 8/27/19****Total of Request****Re: Budget Request for a BUDGET TRANSFER []****BUDGET INCREASE [X] \$22,259.00****TRANSFER FROM: General Fund**

FUND or Line Item Number	Line Item Description	Current Line Balance	Proposed Transfer Amount
401-77-1270	Insurance Recoveries		\$22,259.00

TRANSFER TO:

Fund or Line Item number	Line Item Description	Current Line Balance	Proposed Transfer Amount
401-08-2028	Capital Outlay	\$4,999.65	\$22,259.00

Purpose budget adjustment: (to pay for what?)

These are funds reimbursed to us by Insurance to replace wrecked Unit 982418. We will be using these funds toward the purchase of another patrol vehicle.

REASON FOR TRANSFER (why is current budget insufficient)

Department Head Signature: _____



NM Association of Counties Multi-Line

Payee: Luna County
PO Drawer 551,
Deming NM, 88030

Check Number: 19681
Check Date: 8/8/2019
Check Total: \$22,259.33

Claimant	Claim Number	From	Through	Incident Date	Description	Invoice Number	Invoice Date	Amount
2015 Dodge Ram; LIC# G 96803; VIN# 760451	002110-1			5/17/2019	ML Auto Physical Damage - 1st Party	frontier report		22,259.33

NMCIA Multi-Line Pool
444 Galisteo St.
Santa Fe, NM 87501

Sunflower Bank, N.A.
First National 1870 a division of
Sunflower Bank, N.A.
62 Lincoln Ave
Santa Fe NM 87501

DATE	CHECK NUMBER
8/8/2019	19681

AMOUNT

*****\$22,259.33

VOID 90 DAYS AFTER ISSUE DATE

PAY Twenty Two Thousand Two Hundred Fifty Nine Dollars and Thirty Three Cents

TO THE ORDER OF Luna County
PO Drawer 551
Deming, NM 88030



TWO SIGNATURES REQUIRED ON AMOUNTS OVER \$25,000

MEMO**To: County Manager/Commissioners****From: Sheriff Kelly Gannaway****Bk 43 Pg 8434****Department: Luna County Sheriff's Office****Date: September 9, 2019****Total of Request****Re: Budget Request for a BUDGET TRANSFER []\$****BUDGET INCREASE [X] \$ 9,341.96****TRANSFER FROM:**

FUND or Line Item Number	Line Item Description	Current Line Balance	Proposed Transfer Amount
401-77	Cash Reserves		

TRANSFER TO:

Fund or Line Item number	Line Item Description	Current Line Balance	Proposed Transfer Amount
401-08-2074	Tort Claim	0.00	9,341.96

Purpose budget adjustment: (to pay for what?)

New Mexico County Insurance Authority Multi-line deductible outstanding invoice.

REASON FOR TRANSFER (why is current budget insufficient)

We only budgeted for \$25,000. Used current budget to pay deductible invoice from April 2019.

Department Head Signature: _____



**NMCIA - Multiline Pool**

ADMINISTERED BY NEW MEXICO ASSOCIATION OF COUNTIES
 444 Galisteo Street
 Santa Fe, NM 87501
 (505) 983-2101

INVOICE NUMBER: ML000970
 INVOICE DATE: 7/31/2019
 DUE DATE: 8/30/2019
 CUSTOMER ID: 17
 TERMS: Net 30 Days

PURCHASE ORDER:

BILL TO:

LUNA COUNTY
 DAVID MCSHERRY, COUNTY MANAGER
 700 S. SILVER AVENUE
 DEMING, NM 88030

mark_jasso@lunacountynm.us

SHIP TO

MARK JASSO
 LUNA COUNTY
 SAFETY & EMERGENCY MGMT DIR
 700 S. SILVER ANE
 DEMING, NM 88031

DESCRIPTION	Amount
MULTI-LINE DEDUCTIBLE *** 002110-2 AU	\$9,341.96
Subtotal: \$9,341.96	
Balance: \$9,341.96	



MULTI-LINE POOL
Administered by New Mexico Counties

July 18, 2019

Mark Jasso
Safety and Emergency Management Director
Luna County
700 S Silver Ave.
Deming, NM 88031

Re: INSURED: Luna
 CLAIMANT: Theresa Carbonell
 D.O.L.: 05/17/19
 REPORTED: 06/17/19
 CLAIM NO.: 002110

Dear Mr. Jasso:

NMAC has completed the handling of the above referenced claim. The county has a \$10,000.00 deductible for this type of claim. The adjuster assigned to this claim is Bobbi Dalton and can be reached at 505-820-8124. Below details the amounts NMAC paid and the amount due from Luna County.

To defend the claim NMAC paid the following:

Legal fees & costs: \$592.00
Settlement \$
Property Damage \$8,749.96
Total Paid \$9,341.96
Less Recovery Received: \$0
Total Due from County: \$9,341.96

If you have received multiple deductible requests, please draft separate checks per line of insurance; and make checks payable to the **New Mexico County Insurance Authority** referencing claim number **002110**, **invoice number** and remit to:

New Mexico Association of Counties
444 Galisteo Street
Santa Fé, NM 87501

Thank you for your time and attention in this matter.

Sincerely,
Kayla Montoya
Kayla Montoya
(505)820-8114
kmontoya@nmcounties.org

444 Galisteo Street
Santa Fe, NM 87501

877-983-2101
505-983-2101
Fax: 505-983-4396

MEMO

Bk 43 Pg 8437

To: County Manager/Commissioners
From: Edith Vazquez
Department: DWI Program
Date: 8/28/2019

Total of Request

Re: Budget Request for a BUDGET TRANSFER [] \$

BUDGET INCREASE [] \$ 7,621.30

TRANSFER FROM

FUND or Line Item Number	Line Item Description	Current Line Balance	Proposed Transfer Amount
408-32	Teen Court	18,230.67	7,621.30

TRANSFER TO

FUND or Line Item Number	Line Item Description	Current Line Balance	Proposed Transfer Amount
408-32-2020	Supplies	10,609.37	7,621.30

Purpose budget adjustment: (to pay for what?)

The amount requested is necessary to pay for DWI/Teen Court prevention activities and Buzz Free After Prom event throughout Fiscal Year 2020. This amount is the carryover balance from donations received. Please see attached tracking sheet.

REASON FOR TRANSFER (why is current budget insufficient).

Department Head Signature:



DWI/TEEN COURT PROGRAM DONATIONS					
PROGRAMS	CARRY-OVER AMOUNT FY18	DONATIONS RECEIVED FY19	EXPENDITURES FY19	CARRY-OVER FOR FY20	
DWI/Teen Court Program	\$ 889.75	\$ 5,083.33	\$ 1,068.35	\$ 4,904.73	
Buzz Free Afterprom Event	\$ 9,794.16	\$ 10,750.00	\$ 7,218.22	\$ 13,325.94	
	\$ 10,683.91	\$ 15,833.33	\$ 8,286.57	\$ 18,230.67	
FUND BALANCE (THIS AMOUNT WILL BE CARRY OVER)					\$ 18,230.67

MEMO

Bk 43 Pg 8439

To: County Manager/Commissioners
From: Edith Vazquez
Department: DWI –JAF Grant
Date: 8/27/2019

Total of Request

Re: Budget Request for a BUDGET TRANSFER [] \$

BUDGET DECREASE [] \$ -2,000.00

TRANSFER FROM

FUND or Line Item Number	Line Item Description	Current Line Balance	Proposed Transfer Amount
408-32	Teen Court – Juvenile Adjudication Fund Grant	14,000.00	-2,000.00

TRANSFER TO

FUND or Line Item Number	Line Item Description	Current Line Balance	Proposed Transfer Amount
408-32-2005	Salaries – Overtime	2,788.75	-857.50
408-32-2009	Office Supplies	500.00	-76.90
408-32-2060	Match- MEDICARE	40.44	-12.44
408-32-2064	Match- FICA	172.90	-53.16
408-32-2101	Professional/Contract Services	10,000.00	-1,000.00

Purpose budget adjustment: (to pay for what?)

On August 13, 2019, DWI/Teen Court Program received an award letter for the Juvenile Adjudication Fund (JAF) Grant in the amount of \$12,000.00 for Fiscal Year 2020. During the preliminary budget session we had submitted a budget of \$14,000.00 to this a budget decrease is needed. Attached please find the grant award letter for Project No. 20-J-17.

REASON FOR TRANSFER (why is current budget insufficient).

Department Head Signature: _____



MICHELLE LUJAN GRISHAM
GOVERNOR



OLIVIA PADILLA-JACKSON
CABINET SECRETARY

DONNIE J. QUINTANA
DIRECTOR

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

August 13, 2019

Bk 43 Pg 8440

David McSherry
Luna County Manager
P.O. Box 551
Deming, NM 88031

Dear Mr. McSherry:

I am pleased to notify you that Luna County has been awarded a Juvenile Adjudication Fund (JAF) Grant from the Department of Finance and Administration (DFA) Local Government Division (LGD) in the amount of \$12,000.00 for Fiscal Year 2020.

Be advised that you cannot expend or incur costs against the JAF Grant until the Grant Agreement with LGD has been fully executed. Your county Alternative Juvenile Adjudication Program (AJAP) coordinator must work with Jami Krueger, the Program Manager at DFA to submit a finalized budget reflecting the awarded amount. As per 2.110.5.10.A (4) NMAC, when establishing the required 10% in-kind match, it *must* come from sources other than a grant or other state funds.

If you have any questions or require additional information, please feel free to contact Jami Krueger, Program Manager, at (505)-827-4958.

Sincerely,

A handwritten signature in black ink, appearing to read "Donnie Quintana", followed by a horizontal line.

Donnie Quintana, Director
Local Government Division

XC: Edith Vazquez, AJAP Coordinator

MEMO

Bk 43 Pg 8441

To: County Manager/Commissioners
From: Joanne C. Hethcox, CPM®
Department: Business Office
Date: 09/12/2019

Total of Request

Re: Budget Request for a BUDGET TRANSFER [] \$

BUDGET INCREASE [X] \$247,500.00

TRANSFER FROM

FUND or Line Item Number	Line Item Description	Current Line Balance	Proposed Transfer Amount

TRANSFER TO

FUND or Line Item Number	Line Item Description	Current Line Balance	Proposed Transfer Amount
411-77-1472	2019 CAP APPRO – PAT BUILDING	\$0.00	\$-247,500.00
411-00-2472	2019 CAP APPR – PAT BUILDING	\$0.00	\$247,500.00

Purpose budget adjustment: (to pay for what?) 2019 Capital Appropriation Project for Community Health and Well-Being Complex renovation.

REASON FOR TRANSFER (why is current budget insufficient). Grant agreement was not executed before final budget was submitted.

Department Head Signature: Joanne C. Hethcox

COPY

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 93100 CAPITAL APPROPRIATION PROJECT

2019 JUL -1 PM 1:35

SANTA FE, NM 87501

THIS AGREEMENT is made and entered into as of this 3 day of July, 2019, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the Luna County, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2019, Chapter 277, Section 34, Para. 275, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

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

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

19-D3076 \$250,000.00 Appropriation Reversion Date: 30-JUN-23
Laws of 2019, Chapter 277, Section 34, Paragraph 275, Two Hundred Fifty Thousand Dollars (\$250,000.00) to plan, design, construct, renovate, furnish and equip improvements to the Luna county community health and well being complex, including roof replacement, heating, ventilation and air conditioning systems, electrical systems and parking, in Deming in Luna county.

The Grantee's total reimbursements shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")^[1], if applicable, Two Thousand Five Hundred Dollars (\$2,500.00), which equals Two Hundred Forty-Seven Thousand Five Hundred Dollars (\$247,500.00) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse^[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- (vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - b. ~~Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a~~ Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
 - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
 - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- C. Project funds shall not be used for purposes other than those specified in the Project Description.
- D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

**ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT
DESIGNATED REPRESENTATIVES**

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee: Luna County
Name: Joe Padilla
Title: Community Projects?/KLCB Admin
Address: 700 S. Silver Ave, Deming, NM, 88030
Email: joe_padilla@lunacountynm.us
Telephone: 575-543-6625

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.

Grantee: Luna County
Name: Joe Padilla
Title: Community Projects?/KLCB Admin
Address: 700 S. Silver Ave, Deming, NM, 88030
Email: joe_padilla@lunacountynm.us
Telephone: 575-543-6625

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Ms. Sonja Unrau
Title: Project Manager
Address: Bataan Memorial Bldg Rm 202, Santa Fe, New Mexico, 87501
Email: sonja.unrau@state.nm.us
Telephone: 505-827-4370

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2023**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-Appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or
- (iii) Twenty (20) days from the date of Early Termination; or
- (iv) Twenty (20) days from the reversion date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

- (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. 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 immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **Luna County** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **Luna County's** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **Luna County**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **Luna County** or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

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

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **Luna County** may early terminate this contract by providing

Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **Luna County's** only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be ammended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed Agreement as of the date of execution by the Department.

GRANTEE

County of Luna
Entity Name

By: Linda M. Smekovsky
(Type or Print Name)

Its: Board of County Commissioners Chairwoman
(Type or Print Title)

Linda M. Smekovsky
Signature of Official with Authority to Bind Grantee

7-3-19
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Its: Division Director

[Signature]
Signature

3 Jul 19
Date

COPY

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information

(Make sure information is complete & accurate)

- A. Grantee: _____
- B. Address: _____
(Complete Mailing, including Suite, if applicable)
- _____
City, State, Zip
- C. Phone No: _____
- D. Grant No: _____
- E. Project Title: _____
- F. Grant Expiration Date: _____

II. Payment Computation

- A. Payment Request No. _____
- B. Grant Amount: _____
- C. AIPP Amount (If Applicable): _____
- D. Funds Requested to Date: _____
- E. Amount Requested this Payment: _____
- F. Reversion Amount (If Applicable): _____
- G. Grant Balance: _____
- H. ☐ GF ☐ GOB ☐ STB (attach wire if first draw)
- I. ☐ Final Request for Payment (if Applicable)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV.

Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V.

Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or **Fiscal Agent (if applicable)**

Grantee Representative

Printed Name

Date: _____

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____

Fund No.: _____

Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer

Date

Division Project Manager

Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE EXHIBIT 2
--

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: \$ 0.00 _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost — generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

MEMO To: County Manager/Commissioners

From: Sheriff Kelly Gannaway

Bk 43 Pg 8456

Department: Luna County Sheriff's Office

Date: September 9, 2019

Total of Request

Re: Budget Request for a BUDGET TRANSFER [] \$
BUDGET INCREASE [X] \$100,000.00

TRANSFER FROM:

FUND or Line Item Number	Line Item Description	Current Line Balance	Proposed Transfer Amount

TRANSFER TO:

Fund or Line Item number	Line Item Description	Current Line Balance	Proposed Transfer Amount
411-77-1473	2019 HB Appr - SD Equip	0.00	\$-100,000.00
411-00-2473	2019 HB Appr - SD Equip	0.00	\$ 100,000.00

Purpose budget adjustment: (to pay for what?)

Create new line item for HB2 jr Appropriation Number ZD9049 for equipment for Luna County Sheriff's Department \$100,000.00. To Purchase vehicles for use by the Luna County Sheriff's Office.

REASON FOR TRANSFER (why is current budget insufficient)

We were not notified that these funds approved by the HB until 7/25/2019.

Department Head Signature:  _____

AGENCY: Department of Finance and Administration

APPROPRIATION RECIPIENT:**Luna County**APPROPRIATION NUMBER:**ZD9049**APPROPRIATION AMOUNT:**\$100,000**REVERSION DATE:**June 30th, 2020**APPROPRIATION LANGUAGE

One hundred thousand dollars (\$100,000) for equipment for the Luna county sheriff's department. Grant funds unexpended by June 30th, 2020 will be reverted to the State of New Mexico's general fund.

APPROPRIATION REIMBURSEMENT

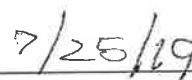
The appropriation funds will be disbursed through a reimbursement process. The Appropriation Recipient will submit to the Agency Exhibit A: Request for Payment form along with supporting document(s) that evidence the expenses to be reimbursed. The Agency will review these documents to ensure all reimbursed expenses reflect the intent and purpose of the appropriation language. All expenditures for which the Appropriation Recipient requests reimbursement must occur prior to the reversion date. The latest date the Appropriation Recipient may submit a Request for Payment is July 17th, 2020. With the submission of the final Exhibit A: Request for Payment, the Appropriation Recipient must include a completed Exhibit B: Final Report form in order to receive the final reimbursement.

CERTIFICATIONI hereby certify that **Luna County**

1. Will only use the appropriation funds to carry out and/or perform activities described in appropriation language.
2. Will comply with State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the project.
3. Ensures that the appropriation funds only benefit entities in accordance with applicable law, including, but not limited to Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
4. Will follow the procedure described in "Appropriation Reimbursement" for reimbursement of appropriated funds.



Date

APPROVAL

In accordance with the authority conferred on the Department of Finance and Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number ZD9049 in the amount of \$100,000.

Donnie Quintana

Director, Local Government Division

Department of Finance and Administration

Date



Joe Padilla <joe_padilla@lunacountynm.us>

HB 2 jr Appropriation

9 messages

Unrau, Sonja, DFA <Sonja.Unrau@state.nm.us>
To: "Padilla, Joe" <joe_padilla@lunacountynm.us>

Tue, Jul 23, 2019 at 4:39 PM

Hola Joe,

During this year's legislative session a number of appropriation were unconventionally awarded to governmental entities through House Bill 2 Junior (HB2Jr). Luna County was award one of these appropriations.

For HB2Jr appropriations *not* exclusively authorized for capital expense, DFA created a certification form. This form is intended to simplify the reimbursement of funds from the State to the appropriation recipient. **Attached in this email are certification form for Luna County's not-exclusively-capital appropriation.**

In order to receive reimbursement for expenses authorized in the appropriation language the recipient must complete the following steps:

1. **Have an authorized signatory sign and date two copies of the form.** Retain one copy of the signed form for your records, and mail one copy to the Department of Finance and Administration/Local Government Division.
2. **Complete Exhibit A: Request for Reimbursement.** For appropriations administer through the Department of Finance and Administration (DFA), documentation of expenses being reimbursed (such as invoices) and proof of payment of those expense (like checks to vendors or queries for accounting software) must be submitted with Exhibit A. While there is no requirement to obligate and encumber expenses before reimbursement, all expense that a recipient request for reimbursement under the appropriation must satisfy the appropriation language.
3. **Complete Exhibit B: Final report to receive reimbursement form to receive the final reimbursement of appropriation funds.** Unlike typical capital outlay appropriation HB2Jr do not appear in the Capital Project Monitoring System (CPMS) and do not have regular reporting requirements.

Please let me know if you have any questions or concerns.

Sincerely,

Sonja Unrau



Office: (505) 827-4370

MEMO

Bk 43 Pg 8459

To: County Manager/Commissioners
From: Joanne C. Hethcox, CPM®
Department: Business Office
Date: 09/12/2019

Total of Request

Re: Budget Request for a BUDGET TRANSFER [] \$

BUDGET INCREASE [X] \$16,000.00

TRANSFER FROM

FUND or Line Item Number	Line Item Description	Current Line Balance	Proposed Transfer Amount

TRANSFER TO

FUND or Line Item Number	Line Item Description	Current Line Balance	Proposed Transfer Amount
411-77-1467	NMSU-BLM Intgrtd Weed Mgmt	\$-24,000.00	\$-16,000.00
411-00-2467	NMSU-BLM Integrated Weed Mgmt Pr	\$24,000.00	\$16,000.00

Purpose budget adjustment: (to pay for what?) BLM grant award was \$16,000.00 than originally anticipated.

REASON FOR TRANSFER (why is current budget insufficient). Grant was not fully awarded at final budget preparation.

Department Head Signature: _____

Joanne C. Hethcox

Grant and Cooperative Agreement				CHOOSE ONE: <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT <input type="checkbox"/> GRANT	
CHOOSE ONE: <input type="checkbox"/> EDUCATION <input type="checkbox"/> FACILITIES <input type="checkbox"/> RESEARCH <input type="checkbox"/> SDCR <input type="checkbox"/> TRAINING					
1. GRANT/COOPERATIVE AGREEMENT NUMBER L15AC00133		2. SUPPLEMENT NUMBER 0005		3. EFFECTIVE DATE 08/17/2019	
4. COMPLETION DATE 09/16/2020					
5. ISSUED TO NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip) LUNA, COUNTY OF Attn: Katherine Turner 700 S SILVER AVE DEMING NM 88030-4105			6. ISSUED BY BLM NM-STATE OFC-SANTA FE (NM916) Mailing Address: 301 DINOSAUR TRAIL SANTA FE NM 87508		
7. TAXPAYER IDENTIFICATION NO. (TIN)			9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (Name & Phone) Katherine Turner Cell: 520-507-1642		
8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO. 3P8S7					
10. RESEARCH, PROJECT OR PROGRAM TITLE NM Luna County Integrated Weed Management Program					
11. PURPOSE See Schedule					
12. PERIOD OF PERFORMANCE (Approximately) 09/17/2015 through 09/16/2020					
13A.		AWARD HISTORY		13B.	
PREVIOUS		\$125,000.00		PREVIOUS	
THIS ACTION		\$40,000.00		THIS ACTION	
CASH SHARE		\$0.00		TOTAL	
NON-CASH SHARE		\$0.00			
RECIPIENT SHARE		\$0.00			
TOTAL		\$165,000.00			
14. ACCOUNTING AND APPROPRIATION DATA See Schedule					
PURCHASE REQUEST NO.		JOB ORDER NO.		AMOUNT	
0020182967				STATUS	
15. POINTS OF CONTACT					
		NAME		MAIL STOP	
TECHNICAL OFFICER		Lane Hauser		TELEPHONE	
NEGOTIATOR				(575) 525-4464	
ADMINISTRATOR		Sheryl Dowley		E-MAIL ADDRESS	
PAYMENTS				(505) 216-8596	
				sdowley@blm.gov	
16. THIS AWARD IS MADE UNDER THE AUTHORITY OF: Federal Noxious Weed Act, Public Law 93-929 - Section 15					
17. APPLICABLE STATEMENT(S), IF CHECKED:			18. APPLICABLE ENCLOSURE(S), IF CHECKED:		
<input type="checkbox"/> NO CHANGE IS MADE TO EXISTING PROVISIONS <input type="checkbox"/> FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT			<input type="checkbox"/> PROVISIONS <input type="checkbox"/> SPECIAL CONDITIONS <input type="checkbox"/> REQUIRED PUBLICATIONS AND REPORTS		
UNITED STATES OF AMERICA			COOPERATIVE AGREEMENT RECIPIENT		
CONTRACTING/GRANT OFFICER		SHERYL DOWLEY		AUTHORIZED REPRESENTATIVE	
Sheryl Dowley		DATE		DATE	
		08/17/2019		Aug 23, 2019	

To: *County Manager/Commissioners*
From: *Joanne C. Hethcox, CPM®*
Department: *Business Office*
Date: *09/12/2019*

Total of Request

Re: Budget Request for a BUDGET TRANSFER [] \$

BUDGET INCREASE [X] \$250,000.00

TRANSFER FROM

FUND or Line Item Number	Line Item Description	Current Line Balance	Proposed Transfer Amount

TRANSFER TO

FUND or Line Item Number	Line Item Description	Current Line Balance	Proposed Transfer Amount
411-77-1475	2019 Cap Appr – Road	\$0.00	\$-250,000.00
411-00-2475	2019 Cap Appr – Road	\$0.00	\$250,000.00

Purpose budget adjustment: (to pay for what?) 2019 Capital Appropriation Project Roads.

REASON FOR TRANSFER (why is current budget insufficient). Grant agreement was not executed before final budget was submitted.

Department Head Signature:



Contract Number: D18166
Vendor Number: 0000054390
Control Number: C1193355

STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this 1st day of August, 20 19, by and between the Department of Transportation, hereinafter called the "Department" or abbreviation such as "NMDOT", and Luna County, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2019, Chapter 277, Section 40, Subsection 85, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

AGREEMENT

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

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

DFA Appropriation ID D3355 NMDOT Control Number C1193355 **\$250,000**
APPROPRIATION REVERSION DATE: 6/30/2023

Laws of 2019, Chapter 277, Section 40, Subsection 85, Two Hundred Fifty Thousand Dollars and No Cents (\$250,000), to plan, design and construct road and drainage improvements in Luna county .

The Grantee's total reimbursements shall not exceed Two Hundred Fifty Thousand Dollars and No Cents \$250,000 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

applicable, , which equals Two Hundred Fifty Thousand Dollars and No Cents \$250,000 (the “Adjusted Appropriation Amount”).

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the “Project”; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the “Project Description.” Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as “Notice of Obligation”). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as “Third Party Obligations”; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

² “Reimburse” as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: Luna County

Bk 43 Pg 8465

Name: Ira Pearson
Title: County Manager
Address: P.O. Drawer 551, Deming, New Mexico 88031
Email: ira_pearson@lunacountynm.us
Telephone: 575-546-0494

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Department of Transportation District 1 Office
Name: Debra Hudson
Title: Local Government Road Fund Coordinator
Address: 2912 East Pine Street, Deming, NM 88030
Email: DebraA.Hudson@state.nm.us
Telephone: 575-544-6536

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **6/30/2023** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date

particular services are rendered for the Grantee. Funds are **not** expended and an expenditure has **not** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
 - (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.
- Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement,

including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
 - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
 - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
 - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. 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 immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Luna County may immediately terminate this Agreement by giving Contractor written notice of such termination. The Luna County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the Luna County or the Department of Transportation or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Luna County or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

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

“This contract is funded in whole or in part by funds made available under a Department of Transportation Grant Agreement. Should the Department of Transportation early terminate the grant agreement, the Luna County may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Luna County only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.
- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
 2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
 3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
 4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the

SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Linda M. Smekovsky
Signature of Official with Authority to Bind Grantee

Linn County
Entity Name

By: Linda M. Smekovsky
(Type or Print Name)

Its: _____
(Type or Print Title)

7-12-19
Date

DEPARTMENT OF TRANSPORTATION

MR SM
By:

Its: Cabinet Secretary or Designee

8/1/19
Date

**REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE
DEPARTMENT'S OFFICE OF GENERAL COUNSEL**

Cynthia A. Christ
By: Cynthia Christ

Its: Assistant General Counsel

5-15-19
Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____
(Complete Mailing, including Suite, if applicable)

City _____ State _____ Zip _____

C. Phone No: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount (If Applicable): _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (If Applicable): _____

G. Grant Balance: _____

H. ☐ GF ☐ GOB ☐ STB (attach wire if first draw)

I. ☐ Final Request for Payment (if Applicable)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV.

Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V.

Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or Fiscal Agent (if applicable)

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____

Fund No.: _____

Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer

Date

Division Project Manager

Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____]

FROM: Grantee: [_____]

Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: [_____]

Grant Termination Date: [_____]

As the designated representative of the Department for Grant Agreement number [_____] entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): [_____]

The Amount of this Notice of Obligation: [_____]

The Total Amount of all Previously Issued Notices of Obligation: [_____]

The Total Amount of all Notices of Obligation to Date: [_____]

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: [_____]

Title: [_____]

Signature: [_____]

Date: [_____]

¹ Administrative and/or Indirect Cost -- generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Attachment A

The Luna County shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The Luna County shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.

Exhibit C

Be it remembered that at a Regular Meeting of the Luna County Board of County Commissioners in Deming New Mexico, on the 12th day of July 2019, the following proceedings were had and entered of record.

LUNA COUNTY

RESOLUTION 19-41

PARTICIPATION IN CAPITAL OUTLAY PROGRAM ADMINISTERED

BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, The Board of County Commissioners of Luna County and the New Mexico Department of Transportation wish to enter into a Grant Agreement.

WHEREAS, the total cost of the project is Two Hundred and Fifty Thousand Dollars (\$250,000.00) to be funded by the parties here to as follows:

- a. New Mexico Department of Transportation's share shall be 100%

and

- b. The Board of County Commissioners of Luna County's proportional matching share shall be 0%

TOTAL PROJECT COST IS \$250,000.00

The Board of County Commissioners of Luna County shall pay all costs, which exceed the total amount of **\$250,000.00**.

NOW, THEREFORE, BE IT FURTHER RESOLVED that in official session that The Board of County Commissioners of Luna County determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.


The agreement terminates on June 30, 2023, and the Board of County Commissioners of Luna County incorporates all the agreements, covenants, and understandings between the parties here to concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

BE IT FURTHER RESOLVED by the Luna County Commission to enter into Cooperative Agreement Control Number **1193355** with the New Mexico Department of Transportation for Capital Outlay to plan, design and construct road and drainage improvements in Luna County within the control of the Luna County Commission in Deming, Luna County, New Mexico.


Done at Deming, New Mexico this 12th day of July 2019.

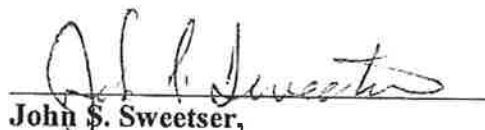
LUNA COUNTY BOARD OF COMMISSIONERS

ATTEST:


Linda M. Smrkovsky, Chairperson
Commissioner, District 2


Andrea Rodriguez, County Clerk


Barbara L. Reedy,
Commissioner, District 1


John S. Sweetser,
Commissioner, District 3



MEMO

Bk 43 Pg 8480

To: County Manager/Commissioners
From: Joanne C. Hethcox, CPM®
Department: Business Office
Date: 09/12/2019

Total of Request

Re: Budget Request for a BUDGET TRANSFER [] \$

BUDGET INCREASE [X] \$32,993.16

TRANSFER FROM

FUND or Line Item Number	Line Item Description	Current Line Balance	Proposed Transfer Amount


TRANSFER TO

FUND or Line Item Number	Line Item Description	Current Line Balance	Proposed Transfer Amount
411-77-1442	Emer Mgmt Grants	\$-43,006.33	\$-32,993.16
411-41-2443	Emergency Mgmt – Grants	\$43,006.33	\$32,993.16

Purpose budget adjustment: (to pay for what?)

To increase budget to reflect FY 2019 EMPG grant amount awarded.

REASON FOR TRANSFER (why is current budget insufficient). Grant was not awarded until after final budget preparation.

Department Head Signature: 



Michelle Lujan Grisham
Governor

Jackie Lindsey
Cabinet Secretary

**DEPARTMENT OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT**

July 30, 2019

Sonia Arteche, Emergency Manager
Luna County Office of Emergency Management
700 S. Silver Ave
Deming, NM 88030

Dear Ms. Arteche,

The New Mexico Department of Homeland Security and Emergency Management (DHSEM) is pleased to announce the FY 2019 Emergency Management Performance Grant (EMPG) approved projects for Luna County.

Luna County has been awarded:

- 1) Salary and Benefits of \$32,993.16

Attached is the EMPG sub-grant agreement and EMPG work plan. Please contact the Local Preparedness Coordinator assigned to your Area if you have any questions.

Sincerely,


Jackie Lindsey
Cabinet Secretary



State of New Mexico
DEPARTMENT OF HOMELAND SECURITY &
EMERGENCY MANAGEMENT

P.O. Box 27111
Santa Fe, NM 87502

SUB-RECIPIENT GRANT AGREEMENT
2019 Emergency Management Performance Grant (EMPG)
2019 Federal Grant No.: EMT-2019-EP-00006-S01 CFDA No.: 97.042

1. SUB-GRANT NO.		2. SUB-RECIPIENT NAME		3. FIDUCIARY NAME	
EMT-2019-EP-00006-S01		Luna County		Luna County	
4. STATE DFA VENDOR NUMBER	5. EIN NUMBER		6. DUNS NUMBER		7. CAGE CODE
54390	85-6000830		606082279		3P8S7
8. SUB- RECIPIENT PHYSICAL ADDRESS			9. SUB-RECIPIENT REMIT ADDRESS		
700 S. Silver Avenue Deming, NM 88030			P.O. Box 551 Deming, NM 88031		
10. DHSEM CONTACT NAME:		11. CONTACT DESK PHONE:		(505)-476-0627	
Merrill Miller		CONTACT EMAIL ADDRESS:		DHSEM.Grants@state.nm.us	
12a. PERFORMANCE PERIOD START DATE		July 1, 2019		12b. PERFORMANCE PERIOD END DATE	
				June 30, 2020	
13. TOTAL AWARD AMOUNT:			\$65,986.32		
13a. EMPG FEDERAL AWARD COST MATCH			13b. EMPG TOTAL SUB-RECIPIENT AWARD COST MATCH		
\$32,993.16			\$32,993.16		
14a. NAME OF PROJECT AWARD				14b. AMOUNT AWARDED	
1	Salary & Benefits			\$ 32,993.16	
2				\$	
3				\$	
4				\$	
TOTAL AMOUNT OF PROJECTS				\$ 32,993.16	

RECITALS, GRANT REQUIREMENTS, ASSURANCES AND AGREEMENTS

RECITALS

WHEREAS, the New Mexico Department of Homeland Security and Emergency Management (DHSEM) has been designated by the United States Department of Homeland Security (DHS) to serve as grantee, and is thereby authorized to issue this agreement to the applicant, sub-recipient, and sub-grantee, **Luna County**.

WHEREAS, funding has been obligated from the United States Department of Homeland Security (DHS) pursuant to a request by the applicant, sub-recipient, and sub-grantee, **Luna County**.

NOW, THEREFORE it is mutually understood and agreed between the grantee, DHSEM, and sub-grantee, **Luna County** as follows:

ARTICLE 1: CONTRACT DOCUMENTS

The following additional contract documents are fully incorporated into this agreement and thereby constitute additional terms and conditions of this agreement:

This Agreement:

- 1) Attachment I Required Reimbursement Checklist
- 2) 2019 Emergency Management Performance Grant Application
- 3) 2019 Emergency Management Performance Grant Guidelines
- 4) 2019 Emergency Management Performance Grant Work Plan
- 5) 2019 DHSEM Emergency Management Performance Grant NOFO

ARTICLE 2: SCOPE OF WORK

As authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), as amended (42 U.S.C Sections 5121 et. seq.), and Section 662 of the Post Katrina Emergency Reform Act of 2006, as amended (6 U.S.C. Section 762), **Luna County** shall use EMPG funds to assist in preparing for all-hazards. Specifically, these funds shall be utilized by **Luna County** to pay salary and benefits for the designated and approved staff previously identified in the EMPG grant application, and approved by the DHSEM Secretary. **Luna County** shall match the Federal Award **\$32,993.16**, with a local jurisdictional amount of **\$32,993.16**, for a total project cost of **\$65,986.32**. All work performed pursuant to this agreement must comply with the approved EMPG work plan. All work must be completed within the performance period, between **July 1, 2019** and **June 30, 2020**. **Luna County** shall not sub-grant any part of this award to any other entity or organization. Within the first reporting quarter, all awards require confirmation that expenditures in the budget category toward this project will be made. If not, DHSEM may execute a de-obligation of Federal funds, without recourse by **Luna County**.

ARTICLE 3: PROJECT IMPLEMENTATION

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

ARTICLE 4: REPORTING REQUIREMENTS

The sub recipient, **Luna County** shall submit timely quarterly Financial Progress Reports and a quarterly Performance Progress Report to the DHSEM Grant Specialist. Use of outdated forms will not be accepted. All Quarterly reports are due: October 30, January 30, April 30, and July 30 within the period of performance beginning after the conclusion of the first quarter of the sub-grant. Requests for payment will be processed if both quarterly reports are received timely. Final reports are due 45 days after the end of Period of Performance. The Final Narrative Report will suffice as the Final Performance Progress Report.

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 requirement extends further to an obligation by the sub-recipient to report any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized project.

ARTICLE 5: REIMBURSEMENTS

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

CONTRACTS: All sole-source procurements, single vendor response to a competitive bid, and contracts 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). Screenshots of the AEL number and description are required to be submitted along with the Request for Approval.

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 60 days after conduct of exercise.

FOOD AND BEVERAGES: Per National Preparedness Directorate (NPD) allowances, food and/or beverage expenses provided by recipients are allowable costs if:

- 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
- Expenses incurred for food and/or beverages, and provided at training sessions, meetings, or conferences, satisfy the following tests:
 - The cost of the food and/or beverages provided is considered to be reasonable;
 - The food and/or beverages provided are subject of a work-related event and work continues after meals are served;
 - Participation by all participants is mandatory; and
 - 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).

NON-REIMBURSABLE EXPENSES:

- Training and related travel costs not pre-approved by DHSEM.
- Construction and renovation.
- Indirect costs
- 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.
- 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 State per diem, as appropriate.
- Food reimbursement when travel does not exceed 24 hours.
- Alcoholic beverages.
- 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.
- Non-Personnel expenses not pre-approved by DHSEM via Request for Approval.

ARTICLE 6: 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 explaining expenditures related to the project.

ARTICLE 7: 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 financial, programmatic, and administrative policies, procedures, and practices. This monitoring may include review of accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting, procurement, records management, payroll, means of allocating staff costs, property and equipment management system, progress of project activities, etc.. Monitoring may include desk and field audits. Technical assistance is available from DHSEM staff.

ARTICLE 8: PROCUREMENT

When procuring property and services under this agreement, the sub-recipient will follow 2 CFR 200.318 through 2 CFR 200.326. The sub-recipient must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR 200. As such, the sub-recipient must use one of the methods of procurement identified in 2 CFR 200.320. The sub-recipient may request that its procurement system be reviewed by FEMA or DHSEM to determine whether its system meets standards in order for its system to be compliant

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.**

ARTICLE 9: 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.

ARTICLE 10: AUDIT REQUIREMENTS

As the Federal grant recipient, the State of New Mexico requires a sub-recipient expending \$750,000 or more in Federal funds in the organization's fiscal year to conduct an organization-wide audit in accordance with 2 CFR 500 Subpart F. **Luna 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 2 CFR 500 Subpart F. Copies of audit findings must be submitted to DHSEM within 30 days after **Luna 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.

ARTICLE 11: PROPERTY AND EQUIPMENT MANGEMENT

The sub-recipient will follow the property standards articulated in 2 CFR 200.310 through 2 CFR 200.326. 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 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. 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.

ARTICLE 12: NEPA/EHP COMPLIANCE

The sub-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.

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, and exercises. Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. An EHP Screening Form will not need to be provided for those exercises that are planned to take place at previously approved facilities, such as, fire and police academies, search and rescue training facilities, and explosive testing centers. Any type of exercise that requires any type of land, water, or vegetation disturbance or building of temporary structures must undergo an 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 result in ineligibility of grant funding.

ARTICLE 13: 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.

ARTICLE 14: RECORDKEEPING

The sub-recipient will follow the record retention and access standards articulated in 2 CFR 200.333 through 2 CFR 200.337. The 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.

ARTICLE 15: CHANGES TO AWARD

All change requests must be submitted either in writing or electronically to the designated DHSEM Sub-Grant Specialist for review and possible approval. All change requests must be accompanied by a justification narrative and a budget and spending plan. All change requests must be consistent with the scope of the project and grant guidelines. Change requests will be considered only if reporting requirements are current, and all other terms and conditions of this agreement have otherwise been met at the time the request. If approved by DHSEM, changes in the programmatic activities, purpose of the project, key personnel 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.

ARTICLE 16: OTHER GENERAL PROVISIONS

- A. The performance period for this grant award is **July 1, 2019 through June 30, 2020**. Further, all personnel related grant activity must be completed between **July 1, 2019 and June 30, 2020**. Funds may not be obligated outside of these time periods. 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 and Financial Reports are due.**
- B. The 2019 SAFECOM *Guidance*, in coordination with stakeholders and Federal partners, and the 2014 National Emergency Communications Plan, targets funding priorities to address:
- Priority 1: Governance and Leadership
 - Priority 2: Statewide Planning and Procedures for Emergency Communications
 - Priority 3: Emergency Communications Training and Exercises
 - Priority 4: Activities that Enhance Operational Coordination
 - Priority 5: Standards-Based Technology and Equipment

- C. Deployable / Shareable Assets - All assets supported in part or entirely with EMPG funding must be readily deployable to support emergency or disaster operations per existing Intrastate Mutual Aid System, (IMAS) and/or Emergency Management Assistance Compact (EMAC) and other mutual aid agreements.
- ~~D. All assets supported in part or entirely with FY2019 EMPG funding that may not be physically deployable but support national response capabilities, such as interoperable communications systems and equipment, is considered shareable assets. Access to and use of these assets must be made readily available upon the request of the New Mexico Department of Homeland Security and Emergency Management.~~
- E. The sub-recipient shall comply with the requirements and restrictions of the DHS Federal NOFO and the FY2019 State Emergency Performance Grant Program Guidance, State Guidelines. By signing this obligating award document, the sub-recipient certifies it has read, understood and accepted these documents as binding.
- F. The signatures 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.
- G. The signature of the signatory officials on this award attests to **Luna 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.
- H. **Luna 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.
- I. **Luna 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, and Americans with Disabilities Act of 1991. **Luna 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.

- J. Luna County** certifies that it has an Affirmative Action Plan/Equal Employment Opportunity Plan (EEOP) (for USDHS/DOJ grants). An EEOP is not required for recipients of less than \$25,000.00 or fewer than 50 employees.
-
- K. Luna County** certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.
- L. It is the responsibility of Luna County** as the recipient of these federal funds to fully understand and comply with the requirements of:
- Assurances, Administrative Requirements, Cost Principles, and Audit Requirements, OMB Standard Form 4248 Assurances -Non-Construction Programs, OMB Standard Form 4240 Assurances - Construction Programs, 2 C.F.R. Part 200, 2 C.F.R. Part 3002
 - Whistleblower Protection Act
 - 10 U.S.C Section 2409
 - 41 U.S .C. 4712
 - 10 U.S.C. Section 2324
 - 41 U. S. C. Sections 4304
 - 41 U. S. C. Sections 4310
 - Use of DHS Seal, Logo and Flags - All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags.
 - USA Patriot Act of 2001, 18 U.S.C. Sections 175 175c
 - Universal Identifier and System of Award Management (SAM), 2 C.F.R. Part 25, Appendix A
 - Reporting of Matters Related to Recipient Integrity and Performance, 2 C.F.R. Part 200
 - Rehabilitation Act of 1973, 29 U.S.C. Section 794
 - Trafficking Victims Protection Act of 2000, Section 106(g) 22 U.S.C. section 7104, 2 CFR Section 1 75.15
 - Terrorist Financing
 - SAFECOM
 - Reporting Sub-Awards and Executive Compensation
 - Procurement of Recovered Materials, Solid Waste Disposal Act, Resource Conservation Recovery Act
 - Environmental Protection Agency (EPA) 40 C. F.R. Part 247
 - Patents and Intellectual Property Rights
 - Bayh-Dole Act. Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq. , 37 C.F.R. Part 401 , 37 C.F.R. Section 401.14
 - DHS/FEMA EMPG Notice of Funding Opportunity Requirements - All of the instructions, guidance, limitations, and other conditions set forth in the Notice of

Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.

- Non-supplanting Requirement - All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.
- Lobbying Prohibitions, 31 U.S.C. Section 1352
- Limited English Proficiency (Civil Rights Act of 1964, Title VI), <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited>
- Hotel and Motel Fire Safety Act of 1990
- Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. Section 2225
- Fly America Act of 1974, 49 U.S.C. Section 41102, 49 U.S.C. Section 40118
- Comptroller General Decision B-138942
- Best Practices for Collection and Use of Personally Identifiable Information (PII) - DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.
- Americans with Disabilities Act of 1990, 42 U. S. C. Sections 12101, 12213
- Age Discrimination Act of 1975, Title 42 U.S. Code section 6101 et
- Activities Conducted Abroad - All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- Acknowledgment of Federal Funding from DHS - All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- Federal Leadership on Reducing Text Messaging while Driving
- Federal Debt Status
- False Claims Act and Program Fraud Civil Remedies, 31 U. S. C. Section 3729, 31 U. S.C. Section 3801-3812
- Energy Policy and Conservation Act, 42 U.S.C. Section 6201
- Education Amendments of 1972 (Equal Opportunity in Education Act), 20 U.S.C. section 1681 et seq, 6 C.F.R. Part 17 and 44 C.F.R. Part 19
- Duplication of Benefits, 2 C.F. R. Part 200, Subpart E
- Drug-Free Workplace Regulations, 41 U.S. C. section 701 et seq, 2 C.F.R Part 3001

- Debarment and Suspension, Executive Orders, 12549 and 12689, and 2 C.F.R. Part 180
- Copyright, 17 U.S.C. sections 401 or 402
- Civil Rights Act of 1968, Title VIII of the Civil Rights Act of 1968, 42 U.S.C. section 3601 et seq, 24 C.F.R. Part 100, 24 C.F.R Section 100.201
- Civil Rights Act of 1964 - Title VI, 42 U.S.C. Section 2000d et seq, 6 C.F.R. Part 21, 44 C.F.R. Part 7
- DHS Specific Acknowledgements and Assurances
 - All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
 - Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
 - Recipients must give DHS access to and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
 - Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
 - Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
 - If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hg.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
 - In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.
 - The United States has the right to seek judicial enforcement of these obligations.

- Disposition of Equipment Acquired Under the Federal Award, 2 C.F.R. Section 200.313
- National Environmental Policy Act, National Environmental Policy Act (NEPA), Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA
- Nondiscrimination in Matters Pertaining to Faith-based Organizations, 6 C. F. R. Part 19

ARTICLE 17: 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 Article 19
- 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
- g) Failure or inability to adhere to the terms and conditions of this agreement

ARTICLE 18: 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 notice of five (5) days 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.

For Convenience: This Agreement may be terminated without cause by either of the parties upon written notice delivered to the other party at least 30 days prior to the intended date of termination. A termination pursuant to this provision does not nullify a party's obligations for performance or liabilities for failure to perform already incurred prior to the date of termination. 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.

ARTICLE 19: SPECIAL CONDITIONS

*Grant funds cannot be expended until these conditions have been met.

1. EMPG Notice of Funding Opportunity Requirements - All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.
2. The grant award amount is a funding allocation, and is not to be interpreted as expenditure authorizations or approvals. Pre-approval from DHSEM's Local Preparedness Program, Training and Exercise Program, and Administrative Service Bureau (ASB) is required for all purchases regardless of any application review.
3. All awarded projects must be planned for, conducted, budgeted and expended within the designated performance period. Furthermore, at least 25% of the grant award must be expended in the first quarter for each project; some exceptions and/or extenuating circumstances may apply.
4. All sub-recipients must complete a National Incident Management System (NIMS) Assessment on or before September 30 of each year. All funded beneficiaries, to include but not limited to, first response agencies and special teams must also complete a NIMS Assessment. Continuing working on NIMS implementation objectives throughout the performance period of the grant and thereafter.
5. All sub-recipients must complete and/or revise their Threat Hazard Identification Risk Assessment (THIRA) every May 30 every 2 years.
6. All sub-recipients must complete and/or revise their local and/or regional Tactical Interoperable Communication Plan (TICP) every year.
7. All sub-recipients must have a fully promulgated All Hazards Emergency Operations Plan (EOP).
8. All Whole Community Preparedness sub-recipients must have a coordinating body to serve as their Citizen Corps Whole Community Council, with membership that includes, but is not limited to: representatives from emergency management, homeland security, law enforcement, fire service, EMS, public health, hospitals, HCCs, or their designee, elected officials, the private sector especially privately owned critical infrastructure, private nonprofits, nongovernmental organizations including faith-based, community-based, and voluntary organizations and advocacy groups.
9. All EMPG funded personnel shall participate in exercises as a controller, evaluator, facilitator, player, or planning team member within the 12 month performance period of this award; performance progress for each funded position will be measured on each quarterly report. All AAR/IP and/or AAR/IP input forms must be sent to the DHSEM Exercise Officer no later than 60 days after the exercise.
10. All EMPG performance activities will be monitored by the Local Preparedness Program on a quarterly basis or as needed to ensure sub-recipients are conducting progressive activities to ensure project completion within the specified performance period.

11. Quarterly financial and progress reports are due on April 30, July 30, October 30, January 30 within the Period of Performance. Final reports are due 45 days after the end of Period of Performance.
12. All equipment must be purchased and deployed in accordance set forth in the FY 2019 EMPG NOFO. All assets supported in part or entirely with FY 2019 EMPG funding must be readily deployable to support emergency or disaster operations per existing EMAC agreements.
13. A DHSEM Approved Request for Approval is required prior to any non-personnel purchases/expenditures.
14. All requests must be reviewed and approved by the Local Preparedness Program. All requests must meet the original scope of the project. All approved revisions shall result in a sub-grant amendment.
15. If a revision of the project(s) scope of work is requested, it must be pre-approved by the Local Preparedness Program before the jurisdiction can proceed with the Request for Approval (RFA) process. If the revision is approved, the Local Preparedness Program may request additional documentation to proceed with recommendation to DHSEM Leadership for final approval.
16. The beneficiary of this award is solely responsible for all expenditures that are incurred outside of the award performance period.
17. All expenditures that are incurred above and beyond the amount of this sub-grant agreement are the sole responsibility of the sub-recipient of this award.
18. The FEMA approved National Environmental Protection Agency-Environmental Historic Preservation (NEPA/EHP) screening form must be submitted prior to any ground disturbance, modification to buildings, etc.
19. Procurement from Minority Owned and Women Owned Business is encouraged, and must be tracked and reported to DHSEM on the quarterly reports.
20. Annual external audit reports must be submitted to DHSEM within 30 days of receipt by sub-recipients.
21. All Contracts for goods and services, to include the project scope of work, must be reviewed and approved the Local Preparedness Program and Administrative Services Bureau before execution, to include signing of contract between parties.
22. Upon completion of all awarded projects, any remaining funds will be de-obligated and reverted back to DHSEM.
23. Extensions based on exigent or emergency circumstances will be made on case-by-case basis, with the final determination resting with DHSEM. Applicants who experience technical issues must notify the Local Preparedness Coordinator assigned to their area.



State of New Mexico
DEPARTMENT OF HOMELAND SECURITY & EMERGENCY
MANAGEMENT
P.O. Box 27111
Santa Fe, NM 87502

The acceptance of a sub-grant from the United States and the State of New Mexico creates a legal duty and obligation on the part of the sub-grantee **Luna County** to use the funds or property made available in accordance with the conditions of the grant as administered by and through the New Mexico Department of Homeland Security and Emergency Management.

SUB-RECIPIENT GRANT AGREEMENT

Signature of Acceptance

SUB RECIPIENT SIGNATURES			
SIGNATURE OF EMERGENCY MANAGEMENT PROGRAM MANAGER			
PRINTED NAME:			
OFFICIAL SIGNATURE:			DATE:
CONTACT NUMBER:		E-MAIL ADDRESS:	
SIGNATURE OF JURISDICTION CHIEF FINANCIAL OFFICER			
PRINTED NAME:			
OFFICIAL SIGNATURE:			Date:
CONTACT NUMBER:		E-MAIL ADDRESS:	
SIGNATURE OF JURISDICTION SIGNATORY OFFICIAL			
PRINTED NAME:			
OFFICIAL SIGNATURE:			DATE:
CONTACT NUMBER:		E-MAIL ADDRESS:	
NM DHSEM SIGNATURES			
SIGNATURE OF DHSEM GRANTS MANAGER			DATE
OFFICIAL SIGNATURE:			
Print Name: <i>Juanita Abeyta</i>			
SIGNATURE OF DHSEM CABINET SECRETARY			DATE
OFFICIAL SIGNATURE:			
Print Name: <i>Jackie Lindsey</i>			

**Please print two (2) originals, sign both and mail to: Grants Management Unit, P.O. Box 27111, Santa Fe, NM 87502*

ATTACHMENT I

Required Reimbursement Checklist

Please Note: DHSEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations. Please only check the categories that apply to the reimbursement you are currently requesting.

EQUIPMENT

- ☐ Have all invoices been included?
- ☐ Has AEL # been identified for each purchase?
- ☐ If service/warranty expenses are listed, are they only for the performance period of the grant?
- ☐ Has proof of payment been included? (e.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement)
- ☐ If EHP form needed – has copy of it and approval from DHS/FEMA been included?

CONSULTANTS/CONTRACTORS

- ☐ Does the amount billed by consultant add up correctly?
- ☐ Has all appropriate documentation to denote hours worked been properly signed?
- ☐ Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (If a meeting was held by recipient or contractor/consultant of recipient, an agenda and sign-up sheet with meeting date must be included).
- ☐ Has the invoice from consultant/contractor been included?
- ☐ Has proof of payment been included? (e.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

SALARY POSITIONS (Note: this applies to positions billed under M&A)

- ☐ Have the following been provided: signed time sheet by employee and supervisor and proof that employee was paid for time worked (statement of earnings, copy of payroll check or payroll register)?
- ☐ Has a time period summary sheet been included for total claimed amount?
- ☐ Has a general ledger payroll report been included for total claimed amount? Ensure this report includes both employee and employer payroll information (i.e. benefits/contributions).
- ☐ Does the back-up documentation include a copy of the check stub per employee for the time period covered?
- ☐ Does the back-up documentation provided match the time period for which reimbursement is being requested?

TRAINING

- ☐ Is the course DHS/FEMA approved? Is there a course or catalog number? If not, has DHSEM approved the non-DHS training request form? Is supporting documentation included your reimbursement request?
- ☐ Have sign-in sheets, rosters and agenda been provided?

- ☐ If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee? Have print outs from entity's financial system been provided as proof attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- ☐ Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- ☐ Has any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment)? If so, receipts and proof of payment must be submitted. (e.g. system generated ledger, canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

MATCHING FUNDS

- ☐ Contributions are from Non Federal funding sources.
- ☐ Contributions are from cash or in-kind contributions which may include training investments.
- ☐ Contributions are not from salary, overtime or other operational costs unrelated to training.

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6/14/2019

INITIAL APPLICATION

1

NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT
GRANT COVER SHEET: FY19 EMPG

APPLICANT NAME: Luna County

AGENCY/DEPARTMENT: Luna County OEM

ADDRESS: 700 S. Silver Ave

Deming, NM 88030

FEDERAL FUNDS REQUESTED: \$ 32,997.66

COST SHARE MATCH FUNDS: \$ 32,997.66

SOFT MATCH

TOTAL PROJECT FUNDS: \$ 65,995.32

APPLICANT POINT OF CONTACTS:

PROGRAM POC: Sonia Arteche TITLE: Emergency Manager

ADDRESS: 700 S. Silver Ave, Deming, NM 88030

PHONE: 575-543-6567 EMAIL: sonia.artech@lunacountynm.us

FISCAL POC: Joanne Hethcox TITLE: Director, Budget & Procurement

ADDRESS: 700 S. Silver Ave, Deming, NM 88030

PHONE: 575-543-6574 EMAIL: joanne.hethcox@lunacountynm.us

Agency Federal Tax Identification Number: 85-3000230

Agency Data Universal Numbering System (DUNS) Number: 606082279

NM SHARE Vendor Number: 54390

To obtain a DUNS number for your agency, please go to the D&B website: <http://fedgov.dnb.com/webform>, or call the DUNS Number request line at 1-866-705-5711.

Completed required registration/annual update in Systems Award Management (SAM):

DATE: 06/14/19 (Must Initial)

Your DUNS number is a required field to start your SAM registration.

CAGE Number: 3P857 (found within your completed SAM)

To register in SAM, please go to the SAM website: www.sam.gov/portal/public/SAM/.

My jurisdiction has a property/equipment tracking and monitoring system in place that complies with the requirements set forth in 2 CFR 200.313

Must Initial One: Yes: ☒ No: ☐

An Environmental Historic Preservation (EHP) screening form is included for any equipment items included in our budget.

Must Initial One: Yes: ☐ N/A ☒

Federal funds cannot be matched with other Federal funds. The subrecipient's contribution must be specifically identified. These non-Federal contributions have the same eligibility requirements as the Federal share.

DATE: 06/14/2019 (Must Initial)

Authorized Official for the Agency: COUNTY MANAGER

Signature of Authorized Official: [Signature]

Date Signed: 06/14/2019

APPLICANT NAME: Luna County

Bk 43 Pg 8502

COUNTY SEAT: Luna

EMPG STATUS: Established EM Program Requesting Funding

EMPG PROGRAM PARTICIPANTS:

List all program participants in your emergency management program. Identify any participants that will benefit from your EMPG program. Include all soft-match participants. If the applicant is utilizing another position to match the EMPG funded position, the applicant must submit a job description for the cost-match position.

Sonia Arteché

CERTIFICATION:

This application, together with the approved EMPG Statement of Work and Cumulative Progress Report constitutes the annual work plan for the emergency management program whose participants are listed above. The undersigned agree to exert their best efforts to accomplish all activities listed in the Statement of Work and Cumulative Progress Report approved by the New Mexico Department of Homeland Security and Emergency Management.


Authorized Official
(Original Signature)

DAVID MCSHERRY
Printed Name

06/14/2019
Date


Emergency Management Official
(Original Signature)

Sonia Arteché
Printed Name

06/14/19
Date

Completed forms and application materials can be sent by email or mail to:

E-Mail Address:

DHSEM.LocalPrepared@state.nm.us

Physical Address: (Fed Ex or UPS)

NMDHSEM
Local Preparedness Program
13 Bataan Blvd
Santa Fe, NM 87508

2019 Emergency Management Performance Grant (EMPG) - Detailed Budget
12 Month Budget (July 1, 2019 - June 30, 2020)

JURISDICTION: Luna County

Personnel (include both position and name for each individual to be reimbursed with EMPG funds) A job description for each position must be submitted along with the detailed budget worksheet. If the applicant is utilizing another position to match the EMPG funded position, the applicant must submit a job description for the cost-match position.

Position Title	Employee Name	Total Annual Salary	Total Annual Benefits	Total Annual Cost	EMPG Federal Grant	EMPG Local Match	Percentage EMPG Fund	Total FTE	Total EMPG Cost (Grant + Match)	Job Description Submitted
Emergency Manager	Sonia Arteche	\$ 48,160.32	\$ 17,825.99	\$ 65,995.31	32,997.66	32,997.66	100%	65,995.31	65,995	YES
					0.00	0.00	100%	0.00		
					0.00	0.00	100%	0.00		0
			\$ -	\$ -	0.00	0.00	100%	0.00		0
			\$ -	\$ -	0.00	0.00	100%	0.00		0
			\$ -	\$ -	0.00	0.00	100%	0.00		0
			\$ -	\$ -	0.00	0.00	100%	0.00		0
Total Personnel		\$ 48,160.32	\$ 17,825.99	\$ 65,995.31	32,997.66	32,997.66		65,995.31	65,995	

Each position/person listed above MUST complete the minimum 24 hours of training, NIMS, PDS and/or Basic Academy courses.

[illegible]

Name of emergency management personnel, if not EMPG funded and listed above:

**PROJECT BUDGET NARRATIVE
PROJECT AND BUDGET NARRATIVE**

Bk 43 Pg 8504

JURISDICTION NAME: Luna County

Provide a brief description of the jurisdictions emergency management priorities and initiatives that will be addressed with EMPG funds.

1 Overview of the jurisdictions risk profile resulting from the current THIRA.

Current risks based off of the Luna County THIRA are: Planning, Public Info and Warning, Mass Care Services, Operational Communication, Intelligence and Information Sharing and Operational Coordination. These gaps have also been identified to be gaps across the board to all major disasters that may present themselves in the jurisdiction.

2 Areas of need identified through assessment processes such as the emergency management strategic plans, tactical interoperable communications plans or other emergency management assessment processes.

Numerous drills and exercises have been conducted with NM CST, Union Pacific and local Fire/EMS, Law enforcement, NMSP and the Hospital to identify our gaps and needs. Most of our gaps are due to the fact that we are so rural in nature and that our departments work with bare minimum work force numbers to provide specific teams such as a Hazmat team, triage teams, and decon teams to name a few is near impossible. Another gap is the lack of limited resources because we are a rural community. Services are limited in healthcare, transportation, sheltering and volunteers to provide these basic services during an emergency. Volunteers is another challenge in the area. We only have one hospital and three clinics with limited personnel. Mass transportation depends on school buses and one government ran transit bus with limited local vans. Sheltering is also an issue as venues do not have all the amenities required by American Red Cross guidelines for a true shelter. We have identified that under a large disaster THIRA or Other, we simply do not have the resources nor the manpower to address every issue that is needed for our threat. Another project that will take priority is updating the All Hazards Plan for the Jurisdiction as it is up for review and submission.

3 Baseline inventory of where your jurisdiction is now, relative to goals and objectives identified in relevant strategic plans per CPG 101 v2.

We have identified the need to update the EOP to address items in Annex J/ ESF 6 (Reception and Mass care) and Annex K specifically Appendix C (Hazardous Materials Response) and E (Railroad Incidents) and lastly Annex I/ESF 1 and 6 (Evacuation). Training on the EOP for Department heads and Senior Officials is always needed to go over policy and procedures with the amount of turnover with in the departments. One specific need has always been to train locals on hazardous awareness due to the fact that the Fire departments both local and county have no hazmat response teams. We also have identified the need to update the All Hazards Mitigation Plan to address any mitigation projects that we may prevent our incident via Railroad or Interstate.

6/14/2019

PROJECT BUDGET NARRATIVE

4	<p><i>Emergency management priorities and planning focus for current budget year (including linkage to the core capabilities identified in the Goal.</i></p> <p>Current priorities for EMPG grant monies will be on covering salary and benefits for listed personnel to address the planning such as updating the EOP and the All Hazards Mitigation Plan that is due this year. To include ongoing EM duties such as the planning, exercising and training compliance for NIMS, including all items for EMPG compliance and to keep the jurisdiction up on all emergency management guidelines.</p>
5	<p><i>Detailed Budget Narrative Justifying the requested funding for the identified work plan activities.</i></p> <p>Funding will be divided accordingly to cover salary and benefits to ensure that the following Core capabilities: Planning, Operational Coordination and Public Information and Warning are worked on. EM will work on the EOP update and revision, Hazard Mitigation plan, NIMS compliance, THIRA gap analysis, training, exercises and interoper communications projects to follow the guidelines set forth by EMPG funding and compliance. The EM will work on providing exercises and training to support the local response agencies to address Operational Coordination that will support addressing all incidents from day to day to disasters. EM will also include these groups to come together to address the gaps as presented in the THIRA to address resources and SOP's. The EM will also work on the Public Information and Warning by working on campaigns that inform the community methods of delivery that will be used in a time of emergency so they can stay informed for their personal planning and up to date information of all situations whether it be social media venues or a reverse 911 software application used by the jurisdiction.</p>
6	<p><i>Detailed description of how projects and programmatic activities support the building or sustainment of the core capabilities of the core capabilities as outlined in the Goal.</i></p> <p>The jurisdiction will be following the POETE on the following : 1: Planning working of updating the EOP/ All Hazards Mitigation Plan by reviewing/updating the plans themselves to be current and address any progress made by the jurisdiction; 2.Organizing: we will relook at policies or new programs/teams that were not available in the previous review and add them, to include SOP's or SOG's, new departments, new technology and test them. 3.Equipment: we will review by department any new equipment that has been added to support the teams and if they address any of the gaps that have been previously identified. 4.Training: training will be based off of the gaps identified above to include retraining due to personnel turn over, new departments added, or new equipment that has been purchased. Cross training will also be addressed for Continuity of operations. 5. Exercise: Drills, Seminars, Tabletops and Functionals will continue to have the elements of the core capabilities identified for the THIRA as has been the norm when conducting all exercises in the jurisdiction since the THIRA has been identified. Exercises will be based off of similar hazmat possibilities in the area.</p>

WORK PLAN / CUMULATIVE QUARTERLY REPORT

2019 Emergency Management Performance Grant (EMPG) - WORK PLAN
12 Month Budget (July 1, 2019 - June 30, 2020)

PROGRAMMATIC MONITORING TRACKING SHEET

Luna County OEM

REPORTING QUARTER:

XX	ANNUAL WORK PLAN SUBMISSION
	First Quarter (Due 10/15/19)
	Second Quarter (Due 1/15/20)
	Third Quarter (Due 4/15/20)
	Fourth Quarter (Due 7/15/20)

Digital File Submitted

Jurisdiction MYTEP: Jun-19

6/14/2019

Date of Fully Promulgated EOP: 13-Oct-16

2016

Date of FEMA APPROVED NHMP: Nov-14

2015

Date of THIRA: May-18

May-18

Date of NIMS Approved Assessment: Sep-18

Sep-18

Updated Job Description for Each Funded Position: Yes

Identified and Fully Functional Emergency Operations Center: Building Name: Luna EOC

Physical Address: 401 Cody Rd

Deming, NM 88030

Date of Last EOC Activation/Exercise: 11-May-19

When completion of an activity involves production of a tangible product, i.e. Emergency Operations Plan, any kind of Plan or Annex, etc. the jurisdiction will provide an electronic copy of that product to DHSEM's Local Preparedness Program upon completion.

Copies of training certificates are only required to document the completion of the federally mandated National Incident Management System (NIMS) and Professional Development Series (PDS) courses for new EMPG funded staff.

A failure to meet all requirements in the Work Plan, or for submitting fiscal and/or programmatic reports late, may result in:

- » Ineligibility for EMPG funding for FY2020;
- » Program reimbursement part, or all of the awarded FY 19 awards funds;
- » Suspension from the EMPG Program; or
- » Any combination thereof.

6/14/2019

WORK PLAN / CUMULATIVE QUARTERLY REPORT
EMERGENCY MANAGEMENT PLANNING

FY2019 EMPG

JURISDICTION:

Luna County

Quarter 1	PROJECTED ACTIVITIES	MISSION AREA	CORE CAPABILITY	TYPE OF ACTIVITY	ACTIVITY REPORTING	EMPG FUNDED POSITION(S) RESPONSIBLE	LPP COMMENTS
7/1/2019 to 09/30/2019	EOP Review	Response	Operational Coordination	Incident Management			
	NIMS	Prevention	Operational Coordination	NIMS Assessment			
	Deming Duck Races IAP	Prevention	Operational Coordination	Resource Management			
Quarter 2	PROJECTED ACTIVITIES	MISSION AREA	CORE CAPABILITY	TYPE OF ACTIVITY	ACTIVITY REPORTING	EMPG FUNDED POSITION(S) RESPONSIBLE	LPP COMMENTS
10/1/2019 to 12/31/2019	Winter Weather Planning	Mitigation	Operational Coordination	Mass Care Planning			
	Exercise (EOC / EOP)	Prevention	Mass Care services	Shelter Planning			
	EOP Review	Prevention	Public Info and Threats and Hazards	Evacuation Planning			
	Mitigation Plan	Mitigation		Hazard Mitigation			
Quarter 3	PROJECTED ACTIVITIES	MISSION AREA	CORE CAPABILITY	TYPE OF ACTIVITY	ACTIVITY REPORTING	EMPG FUNDED POSITION(S) RESPONSIBLE	LPP COMMENTS
1/1/2020 to 03/31/2020	Dust Storm Protocol	Protection	Planning	Incident Management			
	Calbagata IAP	Response	Planning	Incident Management			
	Mitigation Plan	Mitigation	Planning	Hazard Mitigation			
	NMDOH PIP Conference	Mitigation	Planning	Mass Care Planning			
	THIRA	Protection	Mass Care services	THIRA			
Quarter 4	PROJECTED ACTIVITIES	MISSION AREA	CORE CAPABILITY	TYPE OF ACTIVITY	ACTIVITY REPORTING	EMPG FUNDED POSITION(S) RESPONSIBLE	LPP COMMENTS
4/1/2020 to 06/30/2020	Deming High Graduation IAP	Protection	Operational Coordination	Incident Management			
	Mitigation Plan	Mitigation	Infrastructure systems	Hazard Mitigation			
	THIRA	Protection		THIRA			

**New Mexico Department of Homeland Security and
Emergency Management
Multi-Year Training, Exercise and Planning Schedule**

The Multi-Year Training, Exercise and Planning Schedule must be updated annually, and updated as the plan changes. This schedule should be supported by the Emergency Management Program Work Plan and will be used to assess performance for jurisdictions receiving Emergency Management Performance Grants. Each position funded by the Emergency Management Performance Grant must complete a work plan and report on progress towards that work plan quarterly, in accordance with the Emergency Management Performance Grant sub-grant agreement.

PLANNING:

*EMPG recipients and subrecipients must review and update their EOP at least once every two years in accordance with Comprehensive Preparedness Guide (CPG) 101 v2, Developing and Maintaining Emergency Operations Plans. Subrecipients are highly encouraged to include an evacuation plan or annex as part of their EOP as well as plans to exercise and validate the evacuation plan and capabilities. At a minimum, recipients and subrecipients should incorporate the National Response Framework's Mass Evacuation Incident Annex's planning considerations, and other FEMA documents related to evacuation planning, when developing their own Evacuation Plan or Annex. National Response Framework (NRF), Third Edition (June 2016); NRF Mass Evacuation Incident Annex (June 2008). Additional National Preparedness resources are available at <https://www.fema.gov/national-preparedness-resource-library>. Indicate any and all emergency management planning initiatives (All-Hazard Emergency Operation Planning, Continuity of Operations/Government Planning, Community Wildfire Protection Planning, Tactical Interoperable Communications Planning, Emergency Action Planning, any other planning initiatives with partner agencies and organizations like schools, healthcare facilities, industry, etc.). The Local EOP must be reviewed against the EOP crosswalk and approved every two (2) years.

TRAINING:

*All EMPG-funded personnel shall complete either the Independent Study courses identified in the Professional Development Series or the National Emergency Management Basic Academy delivered either by the Emergency Management Institute (EMI) or at a sponsored state, local, tribal, territorial, regional or other designated location.

*Further information on the National Emergency Management Basic Academy and the Emergency Management Professional Program can be found at: <https://training.fema.gov/empp/>. Previous versions of the IS courses meet the NIMS training requirement. A complete list of Independent Study Program Courses may be found at <http://training.fema.gov/is>. In addition to training activities aligned to and addressed in the TEP, all EMPG-funded personnel [including full- and part-time state, local, tribal and territorial (SLTT) recipients and subrecipients] shall complete the following training requirements and record proof of completion:

1. 24 hours of emergency management specific training
2. *NIMS Training, Independent Study (IS)-100 (any version), IS-200 (any version), IS- 700 (any version), and IS-800 (any version), AND
3. Professional Development Series (PDS) OR the Emergency Management Professionals Program (EMPP) Basic Academy

**Note: NIMS training courses IS-100, IS-200, IS-700, and IS-800 only have to be taken once to fulfill requirements.*

*Proof of completion of training requirements should be uploaded into the NMDHSEM Training website <https://www.preparingnewmexico.org/index.aspx> and copies maintained by recipients so it can be produced when requested during periodic reviews.

EXERCISE:

While there are no minimum exercise requirements for FY 2019, the Local Preparedness Program and Preparedness Unit will review and negotiate an exercise program, per applicant, that addresses capability gaps in the priority areas of logistics distribution management planning, evacuation plan/annex, disaster financial management, catastrophic disaster housing and resilient communications. It is also recommended that all exercise projects describe how they align to the Principles' Strategic Priorities: Operational Coordination and Communications, Cybersecurity, Stabilization and Restoration of Critical Lifelines, National Security Emergencies, Public Health Emergencies, Community Recovery and Economic Resilience, Mass Care and

national security emergencies, public health emergencies, community recovery and economic resilience, mass care and Housing, Continuity, and School Safety and Security. These exercises will be included in the EMPG work plan submitted for approval.

EVENTS:

All planned events occurring within a jurisdiction that will utilize multi-agency/multi-jurisdiction resources and command structure should be documented and should develop an Incident Action Plan as part of the event planning process. These events should also generate a thorough After-Action Review and Improvement Plan.

SIGNATURES

This Multi-year Schedule was completed on

06/14/2019


SIGNATURE OF JURISDICTION
REPRESENTATIVE

06/14/2019
DATE

SIGNATURE OF DHSEM REPRESENTATIVE

DATE

			COMMENTS:
DATE RECEIVED AT DHSEM	T&E UNIT REVIEW	LPC REVIEW	

JURISDICTION:

Luna County

	PLANINING TIME FRAME	STATE FY	PLANNING ACTIVITY	MISSION AREAS	CORE CAPABILITY
1	July-January		Update EOP	Prevention	Planning
2	September - June		All Hazards Mitigation Plan	Prevention	Planning
3	Feb-May		THIRA	Prevention	Planning
4					
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25					

Bk 43 Pg 8510

JURISDICTION:

Luna County

DATE	STATE FY	COURSE TITLE	COURSE PROVIDER	MISSION AREA	CORE CAPABILITIES	TRAINING SITE/ADDRESS	LEAD INSTRUCTOR	UNIT INSTRUCTOR 1	UNIT INSTRUCTOR 2
1	Feb, 2020	ICS 300	NMDHSEM	Protection	Operational Cood	MVLC 2300 E. Pin	NMDHSEM	NMDHSEM	NMDHSEM
2	Feb, 2020	ICS 400	NMDHSEM	Protection	Operational Cood	MVLC 2300 E. Pin	NMDHSEM	NMDHSEM	NMDHSEM
3	Nov, 19	ICS 100/200 overview	NMDHSEM	Protection	Operational Cood	MVLC 2300 E. Pin	NMDHSEM	NMDHSEM	NMDHSEM
4	Oct, 19	G-191 ICS EOC interace workshop	NMDHSEM	Prevention	Planning	MVLC 2300 E. Pin	NMDHSEM	NMDHSEM	NMDHSEM
5	April, 19	MGMT 312	Teex	Prevention	Planning	MVLC 2300 E. Pin	TEEX	TEEX	TEEX
6	April, 19	MGMT 340	Teex	Prevention	Planning	MVLC 2300 E. Pin	TEEX	TEEX	TEEX
7	May, 2020	NM-AwR 130 Large Animal Em. Rescue	SW Border Food Protection EM	Response	Planning/ OP Coord	SWNM Fair Grou	Jack Blandford	?	?
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26									
27									
PG WORK PLAN					NMDHSEM				MYTEP-TRAINING

JURISDICTION:

Luna County

DATE		STATE FY	NAME OF EXERCISE	GENERAL DESCRIPTION OF EXERCISE	TYPE OF EXERCISE	MISSION AREA	CORE CAPABILITY/CORE PRIORITY EXERCISED	# OF EMPG FUNDED POSTIONS PARTICIPATING
1	September	FY 20	Seminar	EOC/EOP	Seminar	Prevention	Planning	1
2	November	FY 20	Table Top Exercise	Mass Evac/ Housing	Table top Exercise	Prevention	Planning	1
3								
4	December	FY 20	Functional Exercise	Active Shooter	Functional Exercise	Response	Planning	1
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20								

6/14/2019

MYTEP-SPECIAL EVENTS

JURISDICTION:

Luna County

DATE	STATE FY	TYPE OF EXERCISE	NAME OF EXERCISE	JURISDICTIONS PARTICIPATING	MISSION AREA	CORE CAPABILITY
1 October	20	Drill	MMH Pandemic	Luna	Response	Planning
2 December	20	Functional Exercise	MMH Active Shooter	Luna	Response	Planning
3						
4 March	20	Seminar	NMDOH PIP	Luna	Prevention	Mass care services
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EMPG WORK PLAN

NMDHSEM

MYTEP-SPECIAL EVENTS

POSTED: @ 8:00 AM, NO APPLICATIONS ACCEPTED AFTER: 5:00 PM

Summary: Under administrative direction of the County Manager and Sheriff's office, or designee, provides strategic leadership, management, organization, direction, and supervision of all operations and activities of the County's Emergency Management. Demonstrates strong ethical, professional, and service oriented leadership. Responsible for the planning, coordinating, organizing, responding to, and executing of county-wide emergency response planning, mitigation, preparation, response, and recovery activities and communication functions covering natural, technical, WMD, or CBRNE events. Exercises independent judgment and discretion; develops and administers the department budget.

Organizes, directs, supervises and coordinates the emergency response services for the County of Luna; ensures effective and efficient provision of emergency response services. Responsible for coordinating the plans of various components of the Incident Management System – fire and police, EMS, public works, volunteers and the many other groups contributing to the County's management and response to emergencies.

Establishes and maintains cooperative working relationships with various Federal, State and local agencies, i.e. law enforcement, fire, communications, hospital, health, public works, American Red Cross, OMI, State Office of Emergency Management, Department of Public Safety, Forest Service, BLM, Utility companies, and other authorities or agencies to mitigate, prepare, respond, and recover from unforeseen emergencies or disasters.

Coordinates and organizes annually or as needed or requested various drills or exercises that simulate emergency situations or scenarios, i.e. natural, technical, WMD, or CBRNE events; assists in involving community leaders and residents as needed to educate and prepare, testing the effectiveness of the All-Hazards Emergency Operations Plan (AHEOP). Conducts reviews and evaluations and facilitates assessments to determine methods for improvement in relation to all annex's of the AHEOP. Compiles the assessments and evaluations and updates the AHEOP as necessary to improve effectiveness.

Coordinates the Local Emergency Planning Committee (LEPC) meetings involving elected officials, first responders, volunteers and business owners; facilitating discussion regarding HAZMAT management, and Tier II reports from the various businesses throughout Luna County as directed by the Emergency Planning and Community Right to Know Act (EPCRA). Coordinates locally and through external training facilities training programs geared toward emergency preparedness and CBRNE response.

Facilitates the development of the County AHEOP; responsible for updating the AHEOP; develops and establishes relationships with various emergency contacts, resources, facilities, retail outlets and private contractors; assists in maintaining current contact/resource list and directory.

Conducts periodic evaluations and completes Risk & Threat Assessment as required by the New Mexico Department of Homeland Security and Emergency Management; ensures that the County remains fully NIMS compliant; assures County eligibility and qualification to receive funding for equipment and training programs; coordinates with equipment suppliers, through the State OEM, for materials and equipment orders; disburses equipment to the appropriate agencies as received.

Consults with the County Sheriff, County Manager, the County Manager's staff and department heads on problems relating to anticipating and planning the County's response to natural or human-caused emergencies or disasters. Confers with officials and community groups and conduct public relations campaigns to present the need for advanced planning and practicing the plans before the need arises to actually respond to an emergency or disaster.

Develops and manages the departmental budget. Assesses facilities, grounds and equipment and develops plans for the systematic renewal, replacement, and improvement of these assets. Plans, implements and reviews departmental short and long range goals.

Maintains a department that is progressive and modern in its approach to delivering Fire, EMS, and Emergency Response services. Demonstrates continuous effort to improve operations, decrease turnaround times, streamline work processes, and work cooperatively and jointly to provide quality seamless customer service.

Supervision:

Works under the direction of the County Manager and Sheriff's office.

Minimum Qualification Standards:

Education and Experience:

Bachelor's degree from an accredited four year college or university; and at least five (5) years of increasingly responsible command and management experience in emergency response management; at least five years of increasingly responsible professional experience, including significant administrative and management experience; or an equivalent combination of education and experience that demonstrates the ability to successfully discharge the duties of the position. Must have FEMA training: Intro to Incident Command: IS 100; Basic Incident Command: IS 200, 300, and 400; National Incident Management System: IS 700, 800. Must be NMCCEM certified. Must have a valid New Mexico Driver's License.

Language Skills:

Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures, and governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers and the general public.

Knowledge, Ability and Skill:

Ability to effectively work with, motivate, advise, and inform county officials, employees, legislative bodies, citizens boards, the media and the general public. Thorough knowledge of the regulatory environment of local emergency preparedness and the ability to apply this knowledge to ensure Luna County's readiness to respond to any foreseeable emergency situation. Working knowledge of operational characteristics, services, and activities of a comprehensive emergency management program; principles methods and techniques used in emergency preparedness and disaster relief; principles and practices of data collection, research techniques and statistical reporting; grants and special funding opportunities available to the County. Ability to establish and maintain effective intergovernmental relations with local, State, and Federal contacts; negotiate effectively to promote county-wide interests; develop effective working relationships with supervisors, fellow employees and the public. Ability to direct and coordinate a multidisciplinary and largely volunteer staff in emergency incident response. Ability to plan, initiate and carry out long-term programs in administration, training, equipment maintenance and emergency/disaster mitigation and response. The skill to logically and effectively present information both orally and in writing; Able to respond to questions from groups of managers, clients, customers, the County Commission and the general public. Knowledge of standard computer software for word processing, spreadsheets, and presentations. Able to pass a pre-employment and random drug screens. Able to pass position requirement physical if selected for position. Ability to effectively work with, advise and inform County officials, employees, legislative bodies, citizens boards, the media and the general public. Ability to earn and maintain the respect of co-workers. Ability to motivate managers and employees, and conduct training programs to achieve Department and County goals. Ability to plan, initiate and implement long-term improvement programs in administration, training, and operations. Ability to communicate logically and clearly both orally and in writing; follow oral and written instructions. Ability to read and interpret plans, blueprints, maps, charts and graphs. Ability to develop and meet goals, lead process improvement and customer satisfaction initiatives. Ability to exercise independent judgment and initiative with minimal supervision. Ability to work as a team player and be willing to deliver superior customer service to both internal and external customers.

Physical Demands:

Must be physically able to operate a variety of machines, tools, and equipment which includes a motor vehicle, computer, calculator, telephone, cell-phone, generator, ATV and other typical rescue & response equipment. Employee is frequently required to sit, speak, hear, and use hands to operate equipment. Moderate to strenuous physical effort is required to perform work at the scene of emergency incidents or which require long periods of time walking and standing, talking, hearing and seeing. During emergencies, the employee may be required to stoop, kneel, crouch, crawl, reach with hands and arms, climb and balance. Vision requirements include the ability to read routine and complex documents and use a computer.

Work Environment:

Most work is performed under typical office conditions; occasional exposure to variable weather conditions, including temperature extremes or hazardous surroundings associated with onsite inspections and disaster or emergency field operations including operating equipment/machinery, smoke, noxious odors, fumes, dust and chemicals; emergency response work is subject to frequent fluctuations and is performed in emergency and stressful situations and may involve exposure to unusual & potentially hazardous situations; the employee is on-call 24/7/365 to respond to emergency medical incidents, dust storms, wildfires, floods and other emergency incidents.

I hereby authorize Luna County to run a complete investigation on me.

Signature _____

Date: _____

Printed Name _____

Social Security # _____ **Date of Birth** _____

Driver's License # _____ **State:** _____

To: County Manager/Commissioners
From: Edith Vazquez
Department: MCH/Health Council
Date: 9/6/2019

Total of Request

Re: Budget Request for a BUDGET TRANSFER [] \$

BUDGET INCREASE [] \$6,315.97

TRANSFER FROM

FUND or Line Item Number	Line Item Description	Current Line Balance	Proposed Transfer Amount
415			

TRANSFER TO

FUND or Line Item Number	Line Item Description	Current Line Balance	Proposed Transfer Amount
415-17-2363	Grant MCH 2363	20,055.02	6,315.97

Purpose budget adjustment: (to pay for what?)

The requested amount is the carryover balance from unused Health Council grant funds. Please see attached tracking sheet.

REASON FOR TRANSFER (why is current budget insufficient).

Department Head Signature:



LUNA COUNTY HEALTH COUNCIL 2017 - 2018

Expenditure Tracking Sheet

MONTH	EXPENSE AMOUNT	REIMBURSEMENT	FY17 CARRYOVER BALANCE
			\$ 24,976.77
July	\$ 1,500.00	\$ 1,365.00	\$ -
August	\$ 265.77	\$ -	\$ -
September	\$ 843.74	\$ -	\$ -
October	\$ 206.58	\$ -	\$ -
November	\$ -	\$ 110.00	\$ -
December	\$ 49.05	\$ 2,427.50	\$ -
January	\$ -	\$ -	\$ -
February	\$ 36.40	\$ -	\$ -
March	\$ 11.89	\$ -	\$ -
April	\$ 26.11	\$ -	\$ -
May	\$ 28.82	\$ -	\$ -
June	\$ 382.67	\$ 2,427.50	\$ -
TOTAL	\$ 3,351.03	\$ 6,330.00	\$ 27,955.74

LUNA COUNTY HEALTH COUNCIL 2018 - 2019

Expenditure Tracking Sheet

MONTH	EXPENSE AMOUNT	REIMBURSEMENT	FY18 CARRYOVER BALANCE
			\$ 27,955.74
July	\$ 24.04		\$ -
August	\$ -		\$ -
September	\$ 308.76	\$ 760.00	\$ -
October	\$ 1,724.03		\$ -
November	\$ 23.09		\$ -
December	\$ 25.30	\$ 2,265.00	\$ -
January	\$ -		\$ -
February	\$ 617.57		\$ -
March	\$ 2,027.81		\$ -
April	\$ 428.93		\$ -
May	\$ 264.98		\$ -
June	\$ 553.74	\$ 2,465.00	\$ -
TOTAL	\$ 5,998.25	\$ 5,490.00	\$ 27,447.49

To: County Manager/Commissioners
From: Joanne C. Hethcox, CPM®
Department: Business Office
Date: 08/21/2019

Total of Request

Re: Budget Request for a BUDGET TRANSFER [] \$

BUDGET INCREASE [X] \$6,662.61

TRANSFER FROM

FUND or Line Item Number	Line Item Description	Current Line Balance	Proposed Transfer Amount

TRANSFER TO

FUND or Line Item Number	Line Item Description	Current Line Balance	Proposed Transfer Amount
605-08-2012	Equipment/Supplies/Mtn/Repairs	\$1,334.00	\$6,662.61

Purpose budget adjustment: (to pay for what?) To pay for additional equipment from the LEPP fund. DFA requires the fund balance to be zero at end of fiscal year. This adjustment is on Luna County's side only – LGBMS has already been adjusted as required by DFA.

REASON FOR TRANSFER (why is current budget insufficient).

Department Head Signature: Joanne C. Hethcox

To: County Manager/Commissioners
From: Joanne C. Hethcox, CPM®
Department: Business Office
Date: 09/12/2019

Total of Request

Re: Budget Request for a BUDGET TRANSFER [] \$
BUDGET INCREASE [X] \$950,000.00

TRANSFER FROM

FUND or Line Item Number	Line Item Description	Current Line Balance	Proposed Transfer Amount

TRANSFER TO

FUND or Line Item Number	Line Item Description	Current Line Balance	Proposed Transfer Amount
610-77-1423	Operation Stone Garden	\$-1,131,000.00	\$-950,000.00
610-08-2002	Salaries – Full-Time	\$0.00	\$21,840.00
610-08-2005	Salaries – Overtime	\$0.00	\$180,000.00
610-08-2011	Vehicle Expense	\$0.00	\$45,723.54
610-08-2012	Equip/Supplies/Mtn	\$0.00	\$15,917.72
610-08-2028	Capital Outlay	\$0.00	\$137,795.12
610-08-2060	Match – 1.45%	\$0.00	\$2,948.52
610-08-2063	Match – PERA	\$0.00	\$3,640.73
610-08-2064	Match – FICA 6.2%	\$0.00	\$1,447.99
610-08-2066	Workers' Compensation Assmnt	\$0.00	\$9.20
610-08-2070	RHCA – 2.0%	\$0.00	\$436.80
610-08-2307	Stonegarden – Deming PD	\$0.00	\$190,320.38
610-08-2308	Stonegarden – NMSP	\$0.00	\$349,920.00

Purpose budget adjustment: (to pay for what?) Operation Stonegarden activities to be paid from FY 18 award including grant administration.

REASON FOR TRANSFER (why is current budget insufficient). Grant was not ready for input at final budget preparation.

Department Head Signature: _____



APR 13 AM 11:17



State of New Mexico
DEPARTMENT OF HOMELAND SECURITY &
EMERGENCY MANAGEMENT

P.O. Box 27111
Santa Fe, NM 87502

SUB-RECIPIENT GRANT AGREEMENT

Operation Stonegarden (OPSG)

2018 State Homeland Security Grant Program (SHSGP)

2018 Federal Grant No.: EMW-2018-SS-00056-S01 CFDA No.: 97.067

1. SUB-GRANT NO.		2. SUB-RECIPIENT NAME		3. FIDUCIARY NAME	
EMW-2018-SS-00056-S01-LUNA COUNTY		LUNA COUNTY		LUNA COUNTY	
4. STATE DFA VENDOR NUMBER		5. EIN NUMBER		6. DUNS NUMBER	
0000054390		85-6000230		606082279	
7. CAGE CODE		3P8S7			
8. SUB- RECIPIENT PHYSICAL ADDRESS			9. SUB-RECIPIENT REMIT ADDRESS		
700 South Silver Street Deming, NM 88030			700 South Silver Street Deming, NM 88030		
10. DHSEM CONTACT NAME:			11. CONTACT DESK PHONE:		505-476-0627
Merrill Miller					
			CONTACT EMAIL ADDRESS:		dhsem.grants@state.nm.us
12a. PERFORMANCE PERIOD START DATE		7/1/2019		PERFORMANCE PERIOD END DATE	
				6/30/2020	
13a. SHSGP FEDERAL AWARD			13b. SHSGP TOTAL SUB-RECIPIENT AWARD		
\$ 950,000.00			\$ 950,000.00		
14a. NAME OF PROJECT AWARD				14b. AMOUNT AWARDED	
1	Authorized and Approved OPSG Activities				\$ 950,000.00
2					\$
3					\$
4					\$
5					\$
6					\$
TOTAL AMOUNT OF PROJECTS				\$ 950,000.00	

15. RECITALS, GRANT REQUIREMENTS, ASSURANCES AND AGREEMENTS

RECITALS

WHEREAS, the New Mexico Department of Homeland Security and Emergency Management (DHSEM) has been designated by the United States Department of Homeland Security (DHS) to serve as grantee, and is thereby authorized to issue this agreement to the applicant, sub-recipient, and sub-grantee, **LUNA COUNTY**.

WHEREAS, funding has been obligated from the United States Department of Homeland Security (DHS) pursuant to a request by the applicant, sub-recipient, and sub-grantee, **LUNA COUNTY**.

NOW, THEREFORE it is mutually understood and agreed between the grantee, DHSEM, and sub-grantee, **LUNA COUNTY** as follows:

ARTICLE 1: CONTRACT DOCUMENTS

The following additional contract documents are fully incorporated into this agreement and thereby constitute additional terms and conditions of this agreement:

This Agreement

Attachment I Required Reimbursement Checklist

2018 Homeland Security Grant Program Application

2018 Homeland Security Grant Program Guidelines

2018 Homeland Security Grant Program Notice of Funding Opportunity (DHS-17-GPD-067-00-01)

2018 SHSGP NOFO Appendix A, B, C & D.

ARTICLE 2: SCOPE OF WORK

As authorized by Section 2002 of the Homeland Security Act of 2002, as amended, (Pub. L. No. 107-296) (6 U.S.C Section 603), and the Department of Homeland Security Appropriations Act, 2016 (Pub. L. No. 114-113), **LUNA COUNTY** shall use SHSGP OPSG funds to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. Specifically, these funds are to support enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and Federal, state, local, tribal and territorial law enforcement agencies to support joint efforts to secure the United States' borders along routes of ingress from international borders to include travel corridors in states bordering Mexico and Canada. All work pursuant to this agreement must be completed within the performance period, between **7/1/2019** and **6/30/2020**. All personnel-related work must be completed within the performance period, between **7/1/2019** and **6/30/2020**. All equipment acquisition and other non-personnel related work must be completed within the performance period, **7/1/2019** through **6/30/2020**. Within the first reporting quarter, all awards require confirmation that expenditures in the budget category toward this project will be made. If not, DHSEM may execute a de-obligation of Federal funds, without recourse by **LUNA COUNTY**

ARTICLE 3: PROJECT IMPLEMENTATION

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

ARTICLE 4: REPORTING REQUIREMENTS

The sub recipient, LUNA COUNTY shall submit timely quarterly Financial Progress Reports and a quarterly Performance Progress Report to the DHSEM Grant Specialist. Use of outdated forms will not be accepted. Quarterly reports are due: July 30, October 30, January 30, and April 30, within the period of performance beginning after the conclusion of the first quarter of grant activity. Where applicable, Sub-recipients are required to submit a Bi-annual Strategic Implementation Report (BSIR) through the Grant Reporting Tool (GRT). The final reports are due 45 days after the end of Period of Performance. Financial Progress Reports shall describe and show the status of the funds, encumbrances, receipts of program income, cash or in-kind contributions to the project, and 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.

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 requirement extends further to an obligation by the sub-recipient to report any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized project.

ARTICLE 5: 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 the project narrative, grant guidelines, and the submission of timely Financial and Performance Progress Reports. Reimbursements may be withheld by DHSEM pending correction of deficiencies. Reimbursement of expenditures shall be requested at least quarterly for expenditures within the performance period. Each period can only be billed for once, (i.e. if billing quarterly, quarterly one expenditures can only be included in a reimbursement request one time). Expenditures must be supported with source documentation (e.g. copies of invoices, receipts, timesheets with name/wage/hours, cost allocation, procurements, etc.). Grant staff will not process reimbursement if quarterly performance and fiscal reports are not timely submitted. DHSEM will not expend funds through this award until each unique and specific county-level or equivalent Operational Order/Fragmentary Operations Order budget has been reviewed and approved through an official electronic email notice issued by DHS/FEMA.

Contracts: All sole-source procurements, single vendor response to a competitive bid, and contracts 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). Screenshots of the AEL number and description are required to be submitted along with the Request for Approval.

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 60 days after conduct of exercise.

Food and Beverages: Per National Preparedness Directorate (NPD) allowances, food and/or beverage expenses provided by recipients are allowable costs if:

- 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
- Expenses incurred for food and/or beverages, and provided at training sessions, meetings, or conferences, satisfy the following tests:
 - The cost of the food and/or beverages provided is considered to be reasonable;
 - The food and/or beverages provided are subject of a work-related event and work continues after meals are served;
 - Participation by all participants is mandatory; and
 - 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).

Non-reimbursable Expenses:

- Transfer of funds between any programs. Contracts, single vendor response to a competitive bid, sole source contracts, and procurements greater than \$60,000 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.
- 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 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 reimbursement. Unsupported expenditures will be returned to the jurisdiction for resubmission.

ARTICLE 6: 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 explaining expenditures related to the project.

ARTICLE 7: 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 financial, programmatic, and administrative policies, procedures, and practices. This monitoring may include review of accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting, procurement, records management, payroll, means of allocating staff costs, property and equipment management system, progress of project activities, etc.. Monitoring may include desk and field audits. DHSEM will also conduct sub-recipient monitoring through review of the BSIR. Technical assistance is available from DHSEM staff.

ARTICLE 8: PROCUREMENT

When procuring property and services under this agreement, the sub-recipient will follow 2 CFR 200.318 through 2 CFR 200.326. The sub-recipient must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR 200. As such, the sub-recipient must use one of the methods of procurement identified in 2 CFR 200.320. The sub-recipient may request that its procurement system be reviewed by FEMA or DHSEM to determine whether its system meets standards in order for its system to be compliant

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.

ARTICLE 9: 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.

ARTICLE 10: AUDIT REQUIREMENTS

As the Federal grant recipient, the State of New Mexico requires a sub-recipient expending \$750,000 or more in Federal funds in the organization's fiscal year to conduct an organization-wide audit in accordance with 2 CFR 200 Subpart F. LUNA 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 2 CFR 200 Subpart F. Copies of audit findings must be submitted to DHSEM within 30 days after LUNA 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.

ARTICLE 11: PROPERTY AND EQUIPMENT MANGEMENT

The sub-recipient will follow the property standards articulated in 2 CFR 200.310 through 2 CFR 200.326. 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 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. Any disposition of OPSG property or equipment must be pre-approved by DHSEM.

ARTICLE 12: NEPA/EHP COMPLIANCE

The sub-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.

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, and exercises. Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. An EHP Screening Form will not need to be provided for those exercises that are planned to take place at previously approved facilities, such as, fire and police academies, search and rescue training facilities, and explosive testing centers. Any type of exercise that requires any type of land, water, or vegetation disturbance or building of temporary structures must undergo an 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 result in ineligibility of grant funding.

ARTICLE 13: 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.**

ARTICLE 14: RECORDKEEPING

The sub-recipient will follow the record retention and access standards articulated in 2 CFR 200.333 through 2 CFR 200.337. The 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.

ARTICLE 15: CHANGES TO AWARD

All change requests must be submitted either in writing or electronically to the designated DHSEM Grant Specialist for review and possible approval. All change requests must be accompanied by a justification narrative and a budget and spending plan. All change requests must be consistent with the scope of the project and grant guidelines. Change requests will be considered only if reporting requirements are current, and all other terms and conditions of this agreement have otherwise been met at the time the request. If approved by DHSEM, changes in the programmatic activities, purpose of the project, key personnel 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.

ARTICLE 16: OTHER GENERAL PROVISIONS

- A. The performance period for this grant award is 7/1/2019 through 6/30/2020. Further, all personnel related grant activity must be completed between 7/1/2019 through 6/30/2020. Funds may not be obligated outside of these time periods. 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 and Financial Reports* are due.**
- B. The 2016 SAFECOM guidance, in coordination with stakeholders and Federal partners, and the 2014 National Emergency Communications Plan, targets funding priorities to address:
- a. Governance and Leadership,
 - b. Statewide Planning for Emergency Communications,
 - c. Emergency Communications Training and Exercises,
 - d. Activities that Enhance Operational Coordination, and
 - e. Standards Based Technology and Equipment.

To support these priorities, grantees should target funding toward standards-based equipment that enables the sub-recipients to:

- f. Sustain and maintain current Land Mobile Radios (LMR) capabilities
 - g. Use Project 25 (P25)-compliant LMR equipment for mission critical voice communications
 - h. Meet NMDoIT, FCC and FirstNet spectrum and authority to operate requirements
 - i. Transition towards Next Generation 911 (NG911) capabilities
 - j. Support standards that allow for alerts and warnings across different systems
 - k. Sustain backup solutions (e.g., backup power, portable repeaters, satellite phones, HF radios)
 - l. Secure equipment, information, and capabilities from physical and virtual threats
- C. Deployable / Shareable Assets - All assets supported in part or entirely with FY2018 SHSGP Operation Stone Garden funding must be readily deployable to support emergency or disaster operations per existing IMAS and/or EMAC and other mutual aid agreements.
- D. All assets supported in part or entirely with FY2018 SHSGP Operation Stone Garden funding that may not be physically deployable but support national response capabilities, such as interoperable communications systems and equipment, is considered shareable assets. Access to and use of these assets must be made readily available upon the request of the New Mexico Department of Homeland Security and Emergency Management.
- E. The sub-recipient shall comply with the requirements and restrictions of the DHS Federal NOFO and the FY2018 State Emergency Performance Grant Program Guidance, State Guidelines. By signing this obligating award document, the sub-recipient certifies it has read, understood and accepted these documents as binding.

- F. The signatures 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.
- G. The signature of the signatory officials on this award attests to LUNA 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.**
- H. LUNA 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.
- I. LUNA 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, and Americans with Disabilities Act of 1991.* LUNA 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.
- J. LUNA COUNTY certifies that it has an **Affirmative Action Plan/Equal Employment Opportunity Plan (EEOP)** (for USDHS/DOJ grants). An EEOP is not required for recipients of less than \$25,000.00 or fewer than 50 employees.
- K. LUNA COUNTY certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.
- L. It is the responsibility of LUNA COUNTY as the recipient of these federal funds to fully understand and comply with the requirements of:
- **Assurances, Administrative Requirements, Cost Principles, and Audit Requirements**, OMB Standard Form 4248 Assurances -Non-Construction Programs, OMB Standard Form 4240 Assurances - Construction Programs, 2 C.F.R. Part 200, 2 C.F.R. Part 3002, <https://www.federalregister.gov/documents/2014/12/19/2014-28697/federal-awarding-agency-regulatory-implementation-of-office-of-management-and-budgets-uniform>
 - **Whistleblower Protection Act**,
 - 10 U.S.C Section 2409, https://www.acquisition.gov/far/html/Subpart%203_9.html
 - 41 U.S.C. 4712, <https://www.gpo.gov/fdsys/granule/USCODE-2012-title41/USCODE-2012-title41-subtitle-divsnC-chap47-sec4712>
 - 10 U.S.C. Section 2324, <https://www.gpo.gov/fdsys/granule/USCODE-2010-title10/USCODE-2010-title10-subtitleA-partIV-chap137-sec2324>
 - 41 U. S. C. Sections 4304 <https://www.gpo.gov/fdsys/pkg/USCODE-1998-title41/html/USCODE-1998-title41-chap7-sec423.htm>
 - 41 U. S. C. Sections 4310, <https://www.gpo.gov/fdsys/granule/USCODE-2011-title41/USCODE-2011-title41-subtitle-divsnC-chap43-sec4310>
 - **Use of DHS Seal, Logo and Flags** - All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials,

including use of the United States Coast Guard seal, logo, crests or reproductions of flags.

- **USA Patriot Act of 2001**, 18 U.S.C. Sections 175, 175c, <https://www.gpo.gov/fdsys/pkg/BILLS-107hr3162enr/pdf/BILLS-107hr3162enr.pdf>
- **Universal Identifier and System of Award Management (SAM)**, 2 C.F.R. Part 25, Appendix A, http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr25_main_02.tpl
- **Reporting of Matters Related to Recipient Integrity and Performance**, 2 C.F.R. Part 200, Appendix ix, XII, <https://www.federalregister.gov/documents/2015/07/22/2015-17753/guidance-for-reporting-and-use-of-information-concerning-recipient-integrity-and-performance>
- **Rehabilitation Act of 1973**, 29 U.S.C. Section 794, <https://www.gpo.gov/fdsys/pkg/USCODE-2010-title29/pdf/USCODE-2010-title29-chap16-subchapV-sec794.pdf>
- **Trafficking Victims Protection Act of 2000**, Section 106(g) 22 U.S.C. section 7104, 2 CFR Section 175.15, <https://www.gpo.gov/fdsys/granule/USCODE-2010-title22/USCODE-2010-title22-chap78-sec7104>
- **Terrorist Financing**, <http://www.state.gov/j/ct/rls/other/des/122570.htm>
- **SAFECOM**, <https://www.dhs.gov/safecom>
- **Reporting Sub-Awards and Executive Compensation**, http://www.ecfr.gov/cgi-bin/text-idx?SID=642add467031e0890f536fd54f4c389d&mc=true&node=ap2.1.170_1330.a&rgn=div9
- **Procurement of Recovered Materials, Solid Waste Disposal Act, Resource Conservation Recovery Act**, http://www.ecfr.gov/cgi-bin/text-idx?SID=2687e81e87f616171c67e1a97d9fe25d&node=se2.1.200_1322&rgn=div8
<https://www.epa.gov/history/epa-history-resource-conservation-and-recovery-act>
- **Environmental Protection Agency (EPA) 40 C. F.R. Part 247**, <https://www.gpo.gov/fdsys/pkg/CFR-2012-title40-vol26/xml/CFR-2012-title40-vol26-part247.xml>
- **Patents and Intellectual Property Rights**, http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title37/37cfr401_main_02.tpl
 - Bayh-Dole Act. Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq.
 - 37 C.F.R. Part 401
 - 37 C.F.R. Section 401.14
- **DHS HSGP Notice of Funding Opportunity Requirements** - All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.
- **Non-supplanting Requirement** - All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.
- **Lobbying Prohibitions**, 31 U.S.C. Section 1352, <https://www.gpo.gov/fdsys/granule/USCODE-2010-title31/USCODE-2010-title31-subtitleII-chap13-subchapIII-sec1352/content-detail.html>
- **Limited English Proficiency (Civil Rights Act of 1964, Title VI)**, <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited>, <https://www.lep.gov/>
- **Hotel and Motel Fire Safety Act of 1990**, <https://www.gpo.gov/fdsys/pkg/STATUTE-104/pdf/STATUTE-104-Pg747.pdf>, **Federal Fire Prevention and Control Act of 1974, as amended**, 15 U.S.C. Section 2225 <http://legcounsel.house.gov/Comps/FIREPREV.PDF>
- **Fly America Act of 1974**, 49 U.S.C. Section 41102, 49 U.S.C. Section 40118 <https://www.med.upenn.edu/orss/docs/FlyAmericaAct.pdf>, Comptroller General Decision B-138942 <http://www.gao.gov/products/441704>
- **Best Practices for Collection and Use of Personally Identifiable Information (PII)** - DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact

- Assessments: Privacy Guidance and Privacy template respectively.
- **Americans with Disabilities Act of 1990**, 42 U. S. C. Sections 12101, 12213, <https://www.ada.gov/pubs/adastatute08.htm>
- **Age Discrimination Act of 1975, Title 42 U.S. Code section 6101 et**, https://www.dol.gov/oasam/regs/statutes/age_act.htm
- **Activities Conducted Abroad** - All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- **Acknowledgment of Federal Funding from DHS** - All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- **Federal Leadership on Reducing Text Messaging while Driving**, <https://www.whitehouse.gov/the-press-office/executive-order-federal-leadership-reducing-text-messaging-while-driving>
- **Federal Debt Status**, https://www.whitehouse.gov/sites/default/files/omb/assets/a129/rev_2013/pdf/a-129.pdf
- **False Claims Act and Program Fraud Civil Remedies**, 31 U. S. C. Section 3729, 31 U.S.C. Section 3801-3812, <http://www.gao.gov/assets/590/587978.pdf>
- **Energy Policy and Conservation Act, 42 U.S.C. Section 6201**, <http://legcounsel.house.gov/Comps/EPCA.pdf>
- **Education Amendments of 1972 (Equal Opportunity in Education Act)**, 20 U.S.C. section 1681 et seq, 6 C.F.R. Part 17 and 44 C.F.R. Part 19, <https://www.dol.gov/oasam/regs/statutes/titleix.htm>
- **Duplication of Benefits**, 2 C.F. R. Part 200, Subpart E, <http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.5&rgn=div6>
- **Drug-Free Workplace Regulations**, 41 U.S. C. section 701 et seq, 2 C.F.R Part 3001, https://www.whitehouse.gov/sites/default/files/omb/assets/fedreg_2009/061509_drugfree.pdf
- **Debarment and Suspension**, Executive Orders, 12549 and 12689, and 2 C.F.R. Part 180, https://www.whitehouse.gov/sites/default/files/omb/assets/grants/111506_grants_full.pdf
- **Copyright**, 17 U.S.C. sections 401 or 402, <https://www.gpo.gov/fdsys/granule/USCODE-2010-title17/USCODE-2010-title17-chap4-sec402>
- **Civil Rights Act of 1968**, Title VIII of the Civil Rights Act of 1968, 42 U.S.C. section 3601 et seq, 24 C.F.R. Part 100, 24 C.F.R Section 100.201, <https://www.law.cornell.edu/cfr/text/24/886.313>
- **Civil Rights Act of 1964 - Title VI**, 42 U.S.C. Section 2000d et seq, 6 C.F.R. Part 21, 44 C.F.R. Part 7 <https://www.dol.gov/oasam/regs/statutes/titlevi.htm>
- **DHS Specific Acknowledgements and Assurances**
 - All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
 - Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
 - Recipients must give DHS access to and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
 - Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
 - Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
 - If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the

DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hg.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

- In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.
- The United States has the right to seek judicial enforcement of these obligations.
- **Disposition of Equipment Acquired Under the Federal Award**, 2 C.F.R. Section 200.313, <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-313>
- **National Environmental Policy Act**, National Environmental Policy Act (NEPA), Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, <https://ceq.doe.gov/>
- **Nondiscrimination in Matters Pertaining to Faith-based Organizations**, 6 C. F. R. Part 19 <https://www.federalregister.gov/documents/2015/08/06/2015-18257/nondiscrimination-in-matters-pertaining-to-faith-based-organizations>

ARTICLE 17: 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 Article 19, Special Conditions.
- (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
- (g) Failure or inability to adhere to the terms and conditions of this agreement

ARTICLE 18: 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 notice of five (5) days 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 reimbursement 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.

For Convenience: This Agreement may be terminated without cause by either of the parties upon written notice delivered to the other party at least 30 days prior to the intended date of termination. A termination pursuant to this provision does not nullify a party's obligations for performance or liabilities for failure to perform already incurred prior to the date of termination. 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.

ARTICLE 19: SPECIAL CONDITIONS

** Grant funds cannot be expended until these conditions have been met.*

- 1) **SHSGP Notice of Funding Opportunity Requirements** - All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated herein by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.
- 2) The grant award amount is a funding allocation, and is not to be interpreted as expenditure authorizations or approvals.
- 3) All awarded projects must be planned for, conducted, budgeted and expended within the designated performance period. Furthermore, at least 25% of the grant award must be expended in the first quarter for each project; some exceptions and/or extenuating circumstances may apply.
- 4) All SHSGP sub-recipients must be NIMS compliant. A NIMS Assessment will be conducted on or before September 30 of each year. All funded beneficiaries, to include but not limited to, first response agencies and special teams must maintain a NIMS compliance rating of 85% throughout the performance period of the grant and thereafter.
- 5) All SHSGP performance activities will be monitored by the DHSEM on a quarterly basis or as needed to ensure sub-recipients are conducting progressive activities to ensure project completion within the specified performance period.
- 6) Quarterly financial and progress reports are due on April 30, July 30, October 30, January 30 within the Period of Performance. Final reports are due 45 days after the end of Period of Performance.
- 7) All equipment must be purchased and deployed in accordance with the FY2018 SHSGP NOFO. *All assets supported in part or entirely with FY2018 SHSGP funding must be readily deployable to support emergency or disaster operations per existing EMAC and IMAS agreements.*
- 8) The beneficiary of this award is solely responsible for all expenditures that are incurred outside of the award performance period.
- 9) All expenditures that are incurred above and beyond the amount of this sub-grant agreement are the sole responsibility of the sub-recipient of this award.
- 10) The FEMA approved National Environmental Protection Agency-Environmental Historic Preservation (NEPA/EHP) form must be submitted prior to any ground disturbance, modification to buildings, etc., (See Article 12).
- 11) Procurement from Minority Owned and Women Owned Business is encouraged, and must be tracked and reported to DHSEM on the quarterly reports.
- 12) Annual external audit reports must be submitted to DHSEM within 30 days of receipt by sub-recipients.
- 13) All requests for Sub-grant award extensions must be received at DHSEM prior to the 90-day sub-grant award termination date. Requests for sub-grant award extensions will only be considered for documented extenuating circumstances and will be reviewed by the DHSEM on a case-by-case basis.
- 14) Upon completion of all awarded projects, any remaining funds will be de-obligated and reverted back to NMDHSEM.



State of New Mexico
DEPARTMENT OF HOMELAND SECURITY & EMERGENCY MANAGEMENT

P.O. Box 27111
Santa Fe, NM 87502

SUB-RECIPIENT GRANT AGREEMENT
2018 State Homeland Security Grant Program
2018 Federal Grant No. EMW-2018-SS-00056-S01 CFDA No. 97.067

The acceptance of a grant from the United States and the State of New Mexico creates a legal duty and obligation on the part of the sub-grantee LUNA COUNTY to use the funds or property made available in accordance with the conditions of the grant as administered by and through the New Mexico Department of Homeland Security and Emergency Management.

SIGNATURE OF ACCEPTANCE

JURISDICTION SIGNATURES			
Signature of Emergency Management Program Manager		DATE	
		4-15-19	
Printed Name: Sheriff Kelly Connaway			
Contact Number: 575 546 2655	e-Mail Address: kconnaway@lunacountynm.us		
Signature of Jurisdiction Chief Financial Officer		DATE	
		04/15/2019	
Printed Name: Joanne Hethcox			
Contact Number: 575 543 6574	e-Mail Address: joanne-hethcox@lunacountynm.us		
Signature of Jurisdiction Signatory Official		DATE	
		04/15/2019	
Printed Name: David McSherry, County Manager			
Contact Number: 575 546 0294	e-Mail Address: David-McSherry@lunacountynm.us		
NM DHSEM SIGNATURES			
Signature of DHSEM Grants Manager		DATE	
		4/23/19	
Print Name: Juanita Abeyta, Grants Manager			
Signature of DHSEM Cabinet Secretary		DATE	
		4/26/19	
Print Name: Jackie White, Cabinet Secretary			

Print two (2) originals, sign both and mail to:
Grants Management Unit, P.O. Box 27111, Santa Fe, NM 87502

POSITION DESCRIPTION									
1) Position Classification/FTE or Part Time									
2) Employee Name									
3) Biweekly Salary									
ACCOUNT CODE	ANNUAL SALARY	FICA	MEDICARE	PUBLIC EMPLOYEES RETIREMENT ASSOCIATION	HEALTH INSURANCE EMPLOYEE 80%	WORKERS COMP ASSESSMENT	RETIREE HEALTH CARE AUTHORITY	OTHER	TOTAL
401-41-2002									
Emergency Management Coordinator FTE									
Michael O'Donnell (50%)									
	\$21,840.00	\$1,447.99	\$338.52	\$3,640.73	\$2,767.44	\$9.20	\$436.80	\$0.00	\$30,480.68
401-41-2002									
SUBTOTAL EMERGENCY MANAGEMENT SALARIES									
	\$21,840.00	\$1,447.99	\$338.52	\$3,640.73	\$2,767.44	\$9.20	\$436.80	\$0.00	\$30,480.68
401-41-2002		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pay Increases - 0%									
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
401-41-2002									
TOTAL EMERGENCY MANAGEMENT SALARIES									
	\$21,840.00	\$1,447.99	\$338.52	\$3,640.73	\$2,767.44	\$9.20	\$436.80	\$0.00	\$30,480.68
POSITION DESCRIPTION									
1) Position Classification/FTE or Part Time									
2) Employee Name									
3) Biweekly Salary									
610-76-2002/610-08									
Operation Stonegarden Grant Coordinator									
Michael O'Donnell (50%)									
	\$21,840.00	\$1,447.99	\$338.52	\$3,640.73	\$2,767.44	\$9.20	\$436.80	\$0.00	\$30,480.68
610-76-2002/610-08									
SUBTOTAL EMERGENCY MANAGEMENT SALARIES									
	\$21,840.00	\$1,447.99	\$338.52	\$3,640.73	\$2,767.44	\$9.20	\$436.80	\$0.00	\$30,480.68
610-76-2002/610-08		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pay Increases - 0%									
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
610-76-2002/610-08									
TOTAL EMERGENCY MANAGEMENT SALARIES									
	\$21,840.00	\$1,447.99	\$338.52	\$3,640.73	\$2,767.44	\$9.20	\$436.80	\$0.00	\$30,480.68
610-76-2002/610-08									
TOTAL EMERGENCY MANAGEMENT SALARIES									
	\$21,840.00	\$1,447.99	\$338.52	\$3,640.73	\$2,767.44	\$9.20	\$436.80	\$0.00	\$30,480.68

Operation Stonegarden - M & A

42,500.00

**U.S Department of Homeland Security
Bureau of Customs and Border Protection
Operations Order Report**

Op Order Name: OPSG 00 NM Luna FY18 18-EPTLOB-06-003 V0
Op Order Number: 18-EPTLOB-06-003 V0
Op Dates: From: September 1, 2018 To: August 31, 2021
Report Date: December 20, 2018

Executive Summary

The intent of Operation Stonegarden (OPSG) is to enhance law enforcement preparedness and operational readiness along the land borders of the United States. The objective of the program is to increase coordination and local capability in support of DHS goals including those of the U.S. Border Patrol as outlined in the National Border Patrol Strategic plan. The main focus of the operation is to increase law enforcement presence in areas identified through intelligence as routes of egress used by Transnational Criminal Organizations (TCOs). By utilizing an intelligence driven methodology in an overtime driven patrol strategy, Stonegarden enhances inter-departmental collaboration, acts as a force multiplier and falls directly in line with the goals of dismantling TCOs as set forth in the Alliance to Combat Transnational Threats. The Luna County Sheriff's Department is part of the New Mexico/West Texas Alliance to Combat Transnational Threats (NM/WTX ACTT). The LCSO supports ACTT lead operations by coordinating personnel and resources to: increase crime prevention/deterrence efforts, share intelligence information and disrupt TCOs and their known associates from operating in our AOR.

Agencies included in this operation are the Luna County Sheriff's Department, New Mexico State Police and the City of Deming Police Department. These agencies will communicate, coordinate, and collaborate through the Luna County Sheriff's Department and the Deming Border Patrol Station. "Operation Stonegarden 2018, New Mexico" will commence on July 1, 2019 and continue through December 31, 2020. Officers performing duties in accordance with this operations order act as a second tier of border security in direct support of the National Border Patrol Strategy. They will patrol routes of egress from the border in an overtime capacity; however they will conduct these duties in coordination with the Patrol Agent in Charge (PAIC) of the Deming Border Patrol Station or his Point of Contact (POC). The Point of Contact for the Luna County Sheriff's Department is OPSG Grants Manager Sonia Arteche. Her contact number is (575) 546-2655.

I. SITUATION

A. General Situation:

Transnational Criminal Organizations (TCOs) continue to operate along and in close proximity to the international border separating the country of Mexico from the State of New Mexico. An elevated level of illicit criminal activity continues because of the proximity to the International Border. In addition to the activity of TCOs in the border area, the lax entry requirements of the country of Mexico and its shared land border with the continental United States make it an ideal location for staging and potential smuggling of members of known terrorist organizations, as well as weapons of mass effect and mass destruction. By increasing the presence and number of qualified, well-equipped law enforcement personnel in the area, the possibility of detecting illegal activities, potential terrorists and weapons of mass effect and mass destruction moving from the immediate border area to major population centers in the U.S. will increase.

B. Terrain/Weather:

The El Paso Sector is comprised of areas in both Texas and New Mexico. The topography of the area is diverse, consisting of urban areas, desert terrain, mountains, and river valleys. Several mountain ranges in the area reach elevations of more than 8,500 feet. Beginning in late April, daytime temperatures consistently reach above 90 degrees Fahrenheit. From mid-June until the end of August temperatures in the region are 100 degrees plus. These high temperatures negatively impact law enforcement operations because of resources and time spent attempting to locate lost or distressed individuals. These hazardous conditions also affect those undocumented persons attempting to cross into the U.S. requiring local law enforcement to render assistance to prevent deaths due to exposure to the harsh climate.

C. Criminal Element:

Officers involved in Operation Stonegarden sponsored activities will likely encounter a variety of illegal activity. However, because of the presence of TCOs operating along the border region of Luna County, there is a high probability of contact and involvement with drug and human smugglers and those with terrorism intent seeking entrance into the United States. Some of the active TCO members live in Las Palomas, Chihuahua, Mexico, and have family living in the United States. Most live in the Village of Columbus and City of Deming areas. Some of these individuals are Federal fugitives wanted for a variety of crimes, including narcotics/human smuggling, vehicle theft, and even homicide. Another concern that border communities must deal with is stolen property, monies gained from the narcotics trade, and weapons being smuggled into Mexico. Due to its proximity to the U.S./Mexico border, the Village of Columbus is often used as a staging area for items smuggled into Mexico. Since 2011, the Village of Columbus is without a police department of its own. As a result, the Luna County Sheriff's Department has assumed patrol duties there. Currently, two deputies are assigned to the Columbus proper village limits. Additional patrols are cycled through the area when available. In addition, Operation Stonegarden patrols in and around the area help to enhance and increase law enforcement visibility. Local juvenile drivers are often used to transport drug loads out of the Deming-Columbus area. Additional information on Drug Trafficking, Alien Smuggling and Transnational Gang activity can be found on individual threat assessments for each of the New Mexico Border Counties posted on the Homeland Security Information Network – Intelligence (HSIN-I, SLIC).

D. Friendly Forces:

Federal:

- Immigration and Customs Enforcement (ICE)
- U.S. Customs and Border Protection (CBP)
- Drug Enforcement Administration (DEA)
- Federal Bureau of Investigations (FBI)
- Department of Interior (DOI)

State and Local:

New Mexico State Police District 12
 New Mexico State Police District 4
 New Mexico Fish and Game
 New Mexico National Guard
 Grant County Sheriff's Office
 Hidalgo County Sheriff's Office

- Department of Defense (DOD)

Luna County Sheriff's Office
Dona Ana County Sheriff's Office
Otero County Sheriff's Office
Deming Police Department
Lordsburg Police Department

II. MISSION.

It is the Luna County Sheriff's Department's mission to conduct high visibility saturation patrols on the local highways, as well as off-road patrols as a "second line of defense" to detect/deter, identify, classify and bring about a law enforcement resolution for those involved in criminal activities using routes of egress within Luna County. The Luna County Sheriff's Department will utilize an intelligence driven methodology to assess the Risks in our Area of Responsibility based on the Threats and Vulnerabilities identified. Through a whole-of-Government approach, the Luna County Sheriff's Department will work directly with our law enforcement partners at the Local and Federal Levels to maximize the efficiency and effectiveness of our Stonegarden Patrols. This is directly in line with the goals of the Border Patrol Strategic Plan.

The Luna County Sheriff's Department will utilize State-delegated authorities to enforce all applicable laws. In the event that we encounter traffic that may have a nexus to immigration during the course of our assigned patrols, we will contact the United States Border Patrol to respond and enforce any applicable immigration violations. We will utilize the intelligence gathered to determine the most efficient and effective deployment methodology.

III. EXECUTION

A. Management/Supervisor Intent:

It is the intent of the Chief Patrol Agent, United States Border Patrol, El Paso Sector, to increase border security through coordination, collaboration, and cooperation with State, Local and Tribal Law Enforcement Agencies under the provisions of Operation Stonegarden. The main focus of this Operations Plan is aggressive enforcement of New Mexico state law by participating jurisdictions in order to deny TCOs opportunities to smuggle narcotics and/or humans and to refuse potential terrorists entry, egress, and access to transportation hubs in the southern region of New Mexico. This will be accomplished by constant communication and collaboration with the Border Patrol Station that this Operations Order supports.

We will utilize the intelligence gathered to determine the most efficient and effective deployment methodology. The Luna County Sheriff's Department and the Deming/Lordsburg Border Patrol Stations will maintain constant communications to provide a coordinated enforcement effort and share intelligence gathering capabilities. It is not the intent of the Luna County Sheriff or his deputies to ascertain immigration status during public encounters whether the encounter is the lawful duties of their jobs, consensual or in any other fashion.

B. General Concept:

The Customs and Border Protection/Border Patrol will increase border security through direct coordination with State, Tribal, and Local law enforcement agencies. It is anticipated that the increase in law enforcement presence along entry avenues and major egress routes away from the immediate border area and at transportation hubs will significantly impact the ability of TCOs to operate in the Deming Corridor of the El Paso Sector.

C. Specific Responsibilities:

Operation Stonegarden-New Mexico allows the Border Patrol to partner with law enforcement agencies to increase coverage and degrade the capabilities of TCOs to operating within Luna County. Resources assisting in the effort include personnel and patrol vehicles, increased traffic enforcement and assignment of officers to specific areas to assist the U.S. Border Patrol. When practical, officers assigned to Operation Stonegarden duties will report to the U.S. Border Patrol's muster (briefing) at the Deming Border Patrol Station. All local activities supporting this Operations Order must be coordinated with the PAIC of the Deming Border Patrol Station or his designated POC. The Luna County Sheriff's Department (LCSO) will also coordinate Stonegarden efforts with the New Mexico State Police and the Deming Police Department. The Village of Columbus continues to be a crucial part of our border security concerns. With its close proximity to the Mexican Border, there are family ties in both Columbus and Palomas Mexico, some of which are heavily involved in TCO activity. The threat of spillover violence due to cartel members seeking refuge with family in Columbus and Deming is part of our operational planning. The LCSO is responsible for law enforcement duties in the village and will conduct operations in and around the Village of Columbus which emphasize those measures that will increase crime detection and crime deterrence of border related crimes. LCSO and agents from the Deming Border Patrol Station will conduct joint All-Terrain Vehicle (ATV) operations to increase areas of coverage and levels of control. This program has proven to be very successful in accessing those remote areas of Luna County. Additionally, LCSO deputies will utilize advanced surveillance equipment in monitoring high risk areas. These operations will be intelligence driven and conducted in conjunction with the Deming Border Patrol Station. During Operation Stonegarden activities, LCSO officers will utilize their designated authority to patrol high traffic areas used to move illegal contraband, narcotics or humans from the Mexican border into the United States. They will employ tactics and procedures necessary to deter illicit cross-border traffic in the geographical areas identified by the U.S. Border Patrol. These areas include Highway 9, Highway 11, Highway 180, Highway 26, Interstate 10 and other State and County roads within Luna County. LCSO Officers will work in conjunction with other "New Mexico Border Sheriff's Coalition" members (Dona Ana, Hidalgo, Otero, Sierra, and Grant Counties), along with the New Mexico State Police District 4/12 and the City of Deming Police Department when carrying out the objectives of this Operations Order, while coordinating through the Deming Border Patrol Station.

D. Coordinating Instructions:

- The PAIC of the Deming Border Patrol Station or his designated representative will be the point of contact for the Luna County Sheriff's Department. The PAIC will be the approving official of all operations at the Station level.
- The U.S. Border Patrol, El Paso Sector (EPT), Sector Intelligence Unit (SIU) will coordinate with Headquarters Office of Border Patrol (HQOBP) for intelligence requirements. In addition, the New Mexico All Source Intelligence Center (NMASIC) will be available for additional support.
- The EPT Chief Patrol Agent will approve Stonegarden coordinating procedures and policies and provide final approval of all operations at the Sector level.

- Headquarters Border Patrol will provide reporting instructions for Operation Stonegarden FY18.
- The intelligence gathered by these agencies will be disseminated to effectively deploy resources within Luna County and the Deming Corridor.
- Coordination of officers assigned to this detail and assets will be accomplished through the Sheriff and the LCSO's chain of command. At the beginning of each shift, the LCSO patrol supervisor will brief officer's assigned Stonegarden activities. The LCSO patrol supervisor will contact the Deming Border Patrol Station to receive updated information pertaining to Stonegarden objectives, which may determine the deployment of resources.
- The Deming Police Department and the New Mexico State Police will coordinate all activities with the U.S. Border Patrol through the Luna County Sheriff's Department operations order when supporting this operations plan.

IV. ADMINISTRATION/LOGISTICS

A. Cost Estimates/Funding Issues:

Operational and Funding requests will be submitted on a quarterly basis in order to maintain CBPs ability to redirect resources to areas deemed the greatest risk to national security based on the most current intelligence and illegal border activity being encountered.

Reimbursement for activities supporting Operation Stonegarden is contingent upon OBP and FEMA approval of the Luna County operations plans developed jointly between the Luna County Sheriff's Department, supporting agencies and Customs and Border Protection (CBP) / U.S. Border Patrol. USBP and FEMA must approve quarterly Operations Plans prior to release of funding. The El Paso Border Patrol Sector will determine specific operational areas. The New Mexico State Administrative Agency (SAA) (NM Department of Homeland Security and Emergency Management) must report these expenditures through the Biannual Strategy Implementation Report (BSIR). Operation Stonegarden participants shall not use Operation Stonegarden funding to supplant inherent routine patrol and law enforcement operations or activities to perform other activities not directly related to providing an enhanced law enforcement presence. Funding will only be provided to the extent that participating law enforcement agencies can demonstrate that the specific operations to be reimbursed were not being routinely performed prior to the initiation of the operation.

The Luna County Sheriff's Department, New Mexico State Police and the Deming Police Department will all participate in the FY18 Stonegarden program. Luna County has projected expenditure of their FY 2018 Grant Funding by the deadline outlined in the State of New Mexico Sub-Contract Agreement. These funds are projected to be exhausted by September 1, 2021. Luna County will begin utilizing FY 2018 Grant Funding at that time. The following is the proposed budget the LCSO in conjunction with the New Mexico State Police and the Deming Police Department plan to expend to effectively detect/deter, identify, classify and bring about a law enforcement resolution for those involved in criminal activities using routes of egress within Luna County.

A. Annex:

Chart A.1 Cost Estimates / Funding Issues / Budget Chart

OPSG OO NM LUNA FY18 18-EPTLOB-06-003 Total Grant Award: \$950,000.00			
Administration/Logistics/Budget		Narrative Justification Below (Computation of Items)	Federal Request
Overtime and Fringe		Overtime and Fringe Total	\$640,824.43
Law Enforcement Operational Overtime		LCSO: \$180,000.00 NMSP: \$298,320.00 DPD: \$157,609.10	\$635,929.10
Fringe Benefits for Law Enforcement		LCSO: \$2,610.00 NMSP: \$0.00 DPD: \$2,285.33	\$4,895.33
Equipment (Provide AEL #)		Equipment Total	\$152,195.12
06CP-01-PORT	General Equipment	DPD: 6 x Handheld radios with accessories @ \$2400.00 each \$14,400.00	\$14,400.00
Needs justification letter 06CP-01-REPT – Repeater 03OE-01-ALPR - LPR	Special Equipment	LCSO: Maintenance for repeater site \$10,000.00 2 x LPRs @ \$21,250.00 each \$42,500.00 DPD: 2 x LPRs @ \$21,250.00 each \$42,500.00	\$95,000.00
* Needs Justification Letter 12VE-00-MISS – Patrol Unit	Vehicles, Watercraft, other type of vehicles	LCSO: 1 x Chevrolet Silverado Patrol Unit \$42,795.12	\$42,795.12
* Needs Justification Letter	Regional Capability Building equipment	N/A	\$0.00
Vehicles	Maintenance Cost	LCSO: \$13,854.54 NMSP: \$0.00 DPD: \$0.00	\$9,985.50
	Fuel Cost	LCSO: \$31,869.00 NMSP: \$0.00 DPD: \$0.00	\$31,869.00
	Mileage Cost	LCSO: \$0.00 NMSP: \$51,600.00 DPD: \$16,025.95	\$67,625.95
Travel, Lodging, and Per diem		None Anticipated	\$0.00
M&A 04HW-01-INHW – Computer		See justification.	\$47,500.00
		Total Funding Cost	\$950,000.00

****Please note that the above totals are projections and do not reflect actual expenditures.****

Luna County Sheriff's Office allotted amount - \$364,759.62

Itemized Cost and Justifications

Overtime

29 Deputies x 16.68 hrs/mo = 483.72 OT hrs/mo x 12 mos = 5,804.64 hrs/yr x \$31.00/hr (avg OT rate) = \$180,000.00 (rounded up)

\$180,000.00

Fringe

\$180,000.00 x 1.45% = \$2,610.00

\$2,610.00

Equipment

1 x Chevrolet Silverado 4x4 truck with LE package (LE package does not include any audio or visual recording devices) = \$42,795.12

\$42,795.12

The Luna County Sheriff's Office will utilize this vehicle in order to effect Operation Stonegarden patrols in support of border security operations in remote areas and on known routes of egress from the international boundary with Mexico.

Maintenance Contract for one year on 1 repeater site = \$10,000.00

\$10,000.00

This maintenance contract will be used to service a radio repeater site that was specifically established in order to maintain radio communication during OPSG patrols in a remote location of the Deming AOR.

2 x License Plate Readers @ \$21,250.00 each = \$42,500.00

\$42,500.00

These license plate readers will be deployed on known routes of egress from the international boundary of Mexico in order to identify and monitor traffic patterns of human/narcotics smugglers.

Fuel

20 units x 500 miles per month = 10,000 miles/mo @ 11mpg = 909.09 gals/mo @ \$2.92132/gal = \$2,655.75(rounded up)/mo x 12 months = \$31,869.00

\$31,869.00

Maintenance

20 units x 500 miles per month = 10,000 miles/mo

10,000 miles @ 5,000 miles service interval = 2 oil changes/month

2 full service changes x 12 months = 24 oil changes

24 full service oil changes @ \$150.00/ea = \$3,600.00

\$3,600.00

20 units x 500 miles/unit per month x 12 months = 120,000 total fleet miles

120,000 ÷ 30,000 miles (average tire life) = 4 sets of tires @ \$783.87 = \$3,135.50(rounded up)

\$3,135.50

4 ATVs @ 20 hrs/mo x 12 mos = 960 hrs/yr

960 hrs/yr @ 200 hrs per service = 5 services(rounded up)

5 services x \$200/service = \$1,000.00

\$1,000.00

5 ATVs @ 1 set tires/yr @ \$450.00/set = \$2,250.00

\$2,250.00

Mileage – None

\$0.00

Travel – None

\$0.00

M&A

1 x grant specialist working 80hrs/pay period @ \$20.43/hr x 26 pay periods = \$42,500.00(rounded up)

\$42,500.00

1 x computer, monitor and applicable software for OPSG grant administration = \$2,500.00

\$2,500.00

Chart A.2 – Luna County

Luna County – Sub-Recipient Cost Summary								
Cost Categories	Overtime	Fringe	Equipment	Fuel	Maint.	Mileage	M&A	Total
Luna Co. Cost	\$180,000.00	\$2,610.00	\$95,295.12	\$31,869.00	\$9,985.50	\$0.00	\$45,000.00	\$364,759.62

Luna County OT, Fringe, M&A Cost \$227,610.00

Luna County General Cost \$137,149.62

Total Cost \$364,759.62

FRIENDLY FORCES

New Mexico State Police District 4 and District 12 / NMSP allotted amount - \$349,920.00

Itemized Cost and Justifications

Overtime

40 officers x 13.75 hours per month x 12 months x \$45.20/hr (avg OT rate) = \$298,320.00

\$298,320.00

Fringe – None

\$0.00

Equipment – None

\$0.00

Fuel – None

\$0.00

Maintenance – None

\$0.00

Mileage – 100 units x 100 miles/unit per month @ \$0.43/mile (state approved rate) x 12 months = \$51,600.00

\$51,600.00

Travel – None

Bk 43 Pg 8540

\$0.00

M&A – None

\$0.00

Table A.2(1) New Mexico State Police District 12 & D4

Friendly Force NM State Police–Partner Recipient Cost Summary – Allocation Amount \$349,920.00									
Cost Categories	Overtime	Fringe	Equipment	Fuel	Maint.	Mileage	Travel	M&A	Total
Agency Cost	\$298,320.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51,600.00	\$0.00	\$0.00	\$349,920.00
NMSP OT Cost		\$298,320.00							
County General Cost		\$ 51,600.00							
Total Cost		\$349,920.00							

FRIENDLY FORCES**Deming Police Department- DPD Allocation amount - \$185,086.00****Itemized Cost and Justifications****Overtime**

28 Officers x 15.36942 hours/month @ \$30.52 (avg OT rate) x 12 months = \$157,609.10(rounded up)

\$157,609.10**Fringe**

\$157,609.10 x 1.45% = \$2,285.33

\$2,285.33**Equipment**

6 handheld radios equipped with Antenna, Mic, extra battery, & Charger for each radio @ \$2,400.00 = \$14,400.00

\$14,400.00

These digital radios will be utilized by Deming Police Officers during OPSG patrols and will allow constant communication with Border Patrol assets in the field.

2 x License Plate Readers @ \$21,250.00 each = \$42,500.00

\$42,500.00

These license plate readers will be deployed on known routes of egress from the international boundary of Mexico in order to indentify and monitor traffic patterns of human/narcotics smugglers.

Fuel - None**\$0.00****Maintenance - None****\$0.00****Mileage**

28 units x 110.9215 miles/mo @ \$0.43/mile x 12 months = \$16,025.95(rounded up)

\$16,025.95**Travel – None****\$0.00****M&A - 1 x computer, monitor and applicable software for OPSG grant administration = \$2,500.00****\$2,500.00****Table A.2(2) City of Deming Police Department**

Friendly Force City of Deming Police Dept. – Partner Recipient Cost Summary – Allocation Amount \$190,320.38									
Cost Categories	Overtime	Fringe	Equipment	Fuel	Maint.	Mileage	Travel	M&A	Total
Agency Cost	\$157,609.10	\$2,285.33	\$56,900.00	\$0.00	\$0.00	\$16,025.95	\$0.00	\$2,500.00	\$235,320.38
Deming PD OT/Fringe.M&A		\$162,394.43							
Deming PD General Cost		\$ 72,925.95							
Total Cost		\$235,320.38							

OPSG New Mexico Luna County FY 2018 Operation Order Total Budget Summary Overview								
Cost Categories	Overtime	Fringe	Equipment	Fuel	Maint.	Mileage	M&A	Total
LCSO	\$180,000.00	\$2,610.00	\$95,295.12	\$31,869.00	\$9,985.50	\$0.00	\$45,000.00	\$364,759.62
NMSP	\$298,320.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51,600.00	\$0.00	\$349,920.00
Deming PD	\$157,609.10	\$2,285.33	\$56,900.00	\$0.00	\$0.00	\$16,025.95	\$2,500.00	\$235,320.38
Total Cost	\$635,929.10	\$4,895.33	\$152,195.12	\$31,869.00	\$9,985.50	\$67,625.95	\$47,500.00	\$950,000.00

Total OT, Fringe, M&A Cost: \$688,324.43
Total General Cost: \$261,675.57
 Total Cost of OPORD: \$950,000.00

Grant Award Amount: \$950,000.00
Total OT, Fringe, M&A Cost: \$688,324.43

Percentage OT, Fringe, & M&A to Grant Award: 72.5% of total grant award. (Price Act Waiver attached.)

B. Travel: N/A

C. Lodging: N/A

D. Reception of Detailed Personnel: N/A

E. **Uniform and Equipment:** All personnel assigned to this operation will utilize the approved agency uniform in accordance with each agency Standard Operating Procedure (SOP). No deviations from these SOPs are anticipated

F. **Special Equipment:** Deputies will be equipped with Night Vision Goggles, Cameras, Flash Lights, Long Arms, Laptop computers, and infrared imaging equipment (RECON, EOIR, etc.).

G. **Alien Processing:** The Border Patrol will be responsible for processing undocumented aliens and for the disposition of cases having a nexus to immigration issues unless the case falls under the purview of Immigration and Customs Enforcement (ICE).

H. **Medical:** For critical or life-threatening injuries requiring medical evacuation or hospitalization, a number of medical facilities are available. In case of an emergency, personnel can be transported to the following medical facilities via ground ambulance or aircraft:

Gila Regional Medical Center
 1313 E. 32nd St.
 Silver City, NM
 (575) 538-4050

Mimbres Memorial Hospital
 900 W. Ash St.
 Deming, NM
 (575) 546-5800

Mesilla Valley Hospital
 3751 Del Rey Blvd.
 Las Cruces, NM
 (575) 382-3500

Mountain View Regional Medical Center
 4311 East Lohman Ave.
 Las Cruces, NM
 (575) 556-7600

Gerald Champion Regional Medical Center
 2669 North Scenic Dr.
 Alamogordo, NM
 (575) 439-6100

For emergency field transport, the following ambulance services are available:

Southwest Ambulance Service
 920 South Valley Drive
 Las Cruces, NM
 (575) 527-2031

Silver City Fire Department
 1011 N. Hudson
 Silver City, NM

For Emergency Air Evacuation:

Southwest Air Ambulance
 2805 Las Cruces Court #B
 Las Cruces, NM (505) 525-2660

I. **Detention Transportation:** Detained illegal aliens should be detained on scene until U.S. Border Patrol agents can take custody unless extenuating circumstances require a participating agency to transport. U.S. Border Patrol will make every effort to timely respond and provide transport for any suspected undocumented aliens being detained by participating agencies. Each U.S. Border Patrol Station will be responsible for coordinating this transportation within their station's AOR.

J. **Vehicles:** All participating agencies will provide their own vehicles for this operation. USBP will not provide vehicles for any participating agency at this time. State and local law enforcement vehicles will be used in support of this operation.

V. COMMAND/CONTROL/COMMUNICATION

A. Chain of Command:

Deming Border Patrol Station:

PAIC Ronald LeBlanc	(575)544-6100
DPAIC C. Seagroves	(575)544-6102
DPAIC Jose De La Paz	(575)544-6107
WC on Duty	(575)544-6126

Luna County Sheriff's Office:

Kelly Gannaway – Sheriff	(575) 546-2655
Michael Brown – Captain	(575) 546-2655
Supervisor on Duty	(575) 546-2655

Department of Public Safety, New Mexico Division District Commander:

District 12 Commanders – Deming, New Mexico	
Captain Tim Labier	(575) 546-6631
Lieutenant Oscar Sosa	(575) 546-6631

Deming Police Department:

Robert Orosco – Chief	(575) 546-3012
Clint Hogan – Admin. Captain	(575) 546-3012

B. Unit Command:

The on-duty supervisor for each participating agency will function as the detail supervisor during the duration of the operation.

C. Communications Detail:

The Luna County Sheriff's Department has its Technology program operational. This includes laptop computers in all patrol units with the capability of silent communication, data messaging, registration query and access to numerous Intel sites. Border Patrol will communicate on their frequency, with the ability to transition to State and Local law enforcement frequencies. Luna County does not currently have the capability to communicate with Border Patrol on their frequency since the transition to digital communications due to USBP encryption. Whenever possible, Border Patrol Handheld Radios will be provided when working joint operations.

**Federal Emergency Management Agency
Operation Stonegarden OPSG
Con Op and Budget Template**

Op Order Name: OPSG CONOP NM LUNA FY18 18-EPTLOB-06-003
Op Order Number: 18-EPTLOB-06-003
Op Dates: From: September 1, 2018 to August 31, 2021
Report Date: June 14, 2018

EXECUTIVE SUMMARY

The intent of Operation Stonegarden (OPSG) is to enhance law enforcement preparedness and operational readiness along the land borders of the United States. The objective of the program is to increase coordination and local capability in support of DHS goals including those of the U.S. Border Patrol as outlined in the National Border Patrol Strategic plan. The main focus of the operation is to increase law enforcement presence in areas identified through intelligence information as routes of egress used by Transnational Criminal Organizations (TCOs). By utilizing an intelligence driven methodology and intelligence sharing capabilities in an overtime driven patrol strategy, Stonegarden enhances inter-departmental collaboration, acts as a force multiplier and falls directly in line with the goals of dismantling TCOs as set forth in the Alliance to Combat Transnational Threats. The Luna County Sheriff's Department is part of the New Mexico/West Texas Alliance to Combat Transnational Threats (NM/WTX ACTT). The LCSO supports ACTT lead operations by coordinating personnel and resources to: increase crime prevention/deterrence efforts, share intelligence information and disrupt TCOs and their known associates from operating in our AOR.

Agencies included in this operation are the Luna County Sheriff's Department, New Mexico State Police and the City of Deming Police Department. These agencies will communicate coordinate and collaborate through the Luna County Sheriff's Department and the Deming Border Patrol Station. "Operation Stonegarden 2018, New Mexico" will commence on September 1, 2018 and continue through August 31, 2021. Officers performing duties in accordance with this Con Op act as a second tier of border security in direct support of the National Border Patrol Strategy. They will patrol routes of egress from the border in an overtime capacity; however they will conduct these duties in coordination with the Patrol Agent in Charge (PAIC) of the Deming Border Patrol Station or his Point of Contact (POC).

I. SITUATION

A. General Situation:

Transnational Criminal Organizations (TCOs) continue to operate along and in close proximity to the international border separating the country of Mexico from the State of New Mexico. These TCOs utilize the available infrastructure, routes of egress and transportation hubs in the counties of Dona Ana, Hidalgo, Grant, Luna, and Otero along New Mexico's southern border. An elevated level of illicit criminal activity continues because of the proximity to the International Border. In addition to the activity of TCOs in the border area, the lax entry requirements of the country of Mexico and its shared land border with the continental United States make it an ideal location for staging and potential smuggling of members of known terrorist organizations, as well as weapons of mass effect and mass destruction. By increasing the presence and number of qualified, well equipped law enforcement personnel in the area, the probability of detecting illegal activities, potential terrorists and weapons of mass effect and mass destruction moving from the immediate border area to major population centers in the U.S. will increase.

B. Terrain/Weather:

The El Paso Sector is comprised of areas in both Texas and New Mexico. The topography of the area is diverse, consisting of urban areas, desert terrain, mountains and river valleys. Several mountain ranges in the area reach elevations of more than 8,500 feet. Beginning in late April, daytime temperatures consistently reach above 90 degrees Fahrenheit. From mid-June until the end of August temperatures in the region are 100-degrees plus. These high temperatures negatively impact law enforcement operations because of resources and time spent attempting to locate lost or distressed individuals. These hazardous conditions also affect those undocumented persons attempting to cross into the U.S. requiring local law enforcement to render assistance to prevent deaths due to exposure to the harsh climate.

C. Criminal Element:

Officers involved in Operation Stonegarden sponsored activities will likely encounter a variety of illegal activity. However, due to the presence of TCOs operating along the border region of Luna County, there is a high probability of contact and involvement with drug and human smugglers and those with terrorism intent seeking entrance into the

United States. Some of the active TCO members live in Las Palomas, Chihuahua, Mexico and have family living in the United States. Most live in the Village of Columbus and City of Deming areas. Some of these individuals are federal fugitives wanted for a variety of crimes including narcotics/human smuggling, vehicle theft and even homicide. Another concern that border communities must deal with is stolen property, monies gained from the narcotics trade and weapons being smuggled into Mexico. Due to its proximity to the U.S./Mexico border, the Village of Columbus is often used as a staging area for items smuggled into Mexico. Since 2011, the Village of Columbus is without a police department of its own. As a result, the Luna County Sheriff's Department has assumed patrol duties there. Currently, two deputies are assigned to the Columbus proper village limits. Additional patrols are cycled through the area when available. In addition, Operation Stonegarden patrols in and around the area help to enhance and increase law enforcement visibility. ~~Local juvenile drivers are often used to transport drug loads out of the Deming-Columbus area. Additional information~~ on Drug Trafficking, Alien Smuggling and Transnational Gang activity can be found on individual threat assessments for each of the New Mexico Border Counties posted on the Homeland Security Information Network – Intelligence (HSIN-I, SLIC).

D. Friendly Forces:

Federal:

Immigration and Customs Enforcement (ICE)
U.S. Customs and Border Protection (CBP)
Drug Enforcement Administration (DEA)
Federal Bureau of Investigations (FBI)
Department of Interior (DOI)
Department of Defense (DOD)

State and Local:

New Mexico State Police
New Mexico Fish and Game
New Mexico National Guard
Grant County Sheriff's Office
Hidalgo County Sheriff's Office
Luna County Sheriff's Office
Dona Ana County Sheriff's Office
Otero County Sheriff's Office
Deming Police Department
Lordsburg Police Department

II. MISSION

It is the Luna County Sheriff's Department mission to conduct high visibility saturation patrols on the local highways, as well as off road patrols as a "second line of defense" to detect/deter, identify, classify and bring about a law enforcement resolution for those involved in criminal activities using routes of egress within Luna County. The Luna County Sheriff's Department will utilize an intelligence driven methodology to assess the Risks in our Area of Responsibility based on the Threats and Vulnerabilities identified. Through a whole of Government approach, The Luna County Sheriff's Department will work directly with law enforcement partners at the Local and Federal Levels to maximize the efficiency and effectiveness of Stonegarden Patrols. This is directly in line with the goals of the Border Patrol Strategic Plan.

The Luna County Sheriff's Department will utilize State delegated authorities to enforce all applicable laws. In the event that we encounter traffic that may have a nexus to immigration during the course of our assigned patrols, we will contact the United States Border Patrol to respond and enforce any applicable immigration violations. We will utilize the intelligence gathered to determine the most efficient and effective deployment methodology.

III. EXECUTION

A. Management/Supervisor Intent:

It is the intent of the Chief Patrol Agent, United States Border Patrol, El Paso Sector, to increase border security through coordination, collaboration and cooperation with State, Local and Tribal Law Enforcement Agencies under the provisions of Operation Stonegarden. The main focus of this Operations Plan is aggressive enforcement of New Mexico State law by participating jurisdictions in order to deny TCOs opportunities to smuggle narcotics and/or humans and to refuse potential terrorists entry, egress, and access to transportation hubs in the southern region of New Mexico. This will be accomplished by constant communication and collaboration with the Border Patrol Station that this Con Op supports.

We will utilize the intelligence gathered to determine the most efficient and effective deployment methodology. The Luna County Sheriff's Department and the Deming Border Patrol Station will maintain constant communications to continually provide a coordinated enforcement effort and share intelligence gathering capabilities. It is not the intent of the Luna County Sheriff or his deputies to ascertain immigration status during public encounters whether the encounter is the lawful duties of their jobs, consensual or in any other fashion.

B. General Concept:

The Customs and Border Protection/Border Patrol will increase border security through direct coordination with state, tribal and local law enforcement agencies. It is anticipated that the increase in law enforcement presence along entry avenues, major egress routes away from the immediate border area and at transportation hubs will significantly impact the ability of TCOs to operate in the Deming Corridor of the El Paso Sector.

C. Specific Responsibilities:

Operation Stonegarden-New Mexico allows the Border Patrol to partner with law enforcement agencies to increase coverage and degrade the capabilities of TCOs to operating within Luna County. Resources assisting in the effort include personnel and patrol vehicles, increased traffic enforcement and assignment of officers to specific areas to assist the U.S. Border Patrol. When practical, officers assigned to Operation Stonegarden duties will report to the U.S. Border Patrol's muster (briefing) at the Deming Border Patrol Station. All local activities supporting this Con Op must be coordinated with the PAIC of the Deming Border Patrol Station or his designated POC. The Luna County Sheriff's Department (LCSO) will also coordinate Stonegarden efforts with the New Mexico State Police and the Deming Police Department. The Village of Columbus continues to be a crucial part of our border security concerns. With its close proximity to the Mexican Border, there are family ties in both Columbus and Palomas Mexico, some of which are heavily involved in TCO activity. The threat of spillover violence due to cartel members seeking refuge with family in Columbus and Deming is part of our operational planning. The LCSO is responsible for law enforcement duties in the village and will conduct operations in and around the Village of Columbus which emphasize those measures that will increase crime detection and crime deterrence of border related crimes. LCSO and agents from the Deming Border Patrol Station will conduct joint All-Terrain Vehicle (ATV) operations to increase areas of coverage and levels of control. This program has proven to be very successful in accessing those remote areas of Luna County. Additionally, LCSO deputies will utilize advanced surveillance equipment in monitoring high risk areas. These operations will be intelligence driven and conducted in conjunction with the Deming Border Patrol Station. During Operation Stonegarden activities, LCSO officers will utilize their designated authority to patrol high traffic areas used to move illegal contraband, narcotics or humans from the Mexican border into the United States. They will employ tactics and procedures necessary to deter illicit cross-border traffic in the geographical areas identified by the U.S Border Patrol. These areas include Highway 9, Highway 11, Highway 180, Highway 26, Interstate 10 and other State and County roads within Luna County. LCSO Officers will work in conjunction with other "New Mexico Border Sheriff's Coalition" members (Dona Ana, Hidalgo, Otero, and Grant Counties), along with the New Mexico State Police District 12 and the City of Deming Police Department when carrying out the objectives of this Con Op, while coordinating through the Deming Border Patrol Station.

D. Coordinating Instructions:

- The PAIC of the Deming Border Patrol Station or his designated representative will be the point of contact for the Luna County Sheriff's Department. The PAIC will be the approving official of all operations at the Station level.
- The U.S. Border Patrol, El Paso Sector (EPT), Sector Intelligence Unit (SIU) will coordinate with Headquarters Office of Border Patrol (HQOBP) for intelligence requirements. In addition, the New Mexico All Source Intelligence Center (NMASIC) will be available for additional support.
- The EPT Chief Patrol Agent will approve Stonegarden coordinating procedures and policies and provide final approval of all operations at the Sector level.
- Headquarters Border Patrol will provide reporting instructions for Operation Stonegarden FY18.
- The intelligence gathered by these agencies will be disseminated to effectively deploy resources within Luna County and the Deming Corridor.

Luna County Sheriff's Department (LCSO) Coordinating Instructions

- Coordination of officers assigned to this detail and assets will be accomplished through the Sheriff and the LCSO's chain of command. At the beginning of each shift the LCSO patrol supervisor will brief officer's assigned Stonegarden activities. The LCSO patrol supervisor will contact the Deming Border Patrol Station to receive updated information pertaining to Stonegarden objectives, which may determine the deployment of resources.
- The Deming Police Department and the New Mexico State Police will coordinate all activities with the U.S. Border Patrol through the Luna County Sheriff's Department Con Op when supporting this operations plan.

IV. ADMINISTRATION/LOGISTICS

Operational and Funding requests will be submitted on a quarterly basis in order to maintain CBPs ability to redirect resources to areas deemed the greatest risk to national security based on the most current intelligence and illegal border activity being encountered.

Reimbursement for activities supporting Operation Stonegarden is contingent upon OBP and FEMA approval of the Luna County operations plans developed jointly between the Luna County Sheriff's Department, supporting agencies and Customs and Border Protection (CBP) / U.S. Border Patrol. USBP and FEMA must approve quarterly Operations Plans prior to release of funding. The El Paso Border Patrol Sector will determine specific operational areas. The New Mexico State Administrative Agency (SAA) (NM Department of Homeland Security and Emergency Management) must report these expenditures through the Biannual Strategy Implementation Report (BSIR). Operation Stonegarden participants shall not use Operation Stonegarden funding to supplant inherent routine patrol and law enforcement operations or activities to perform other activities not directly related to providing an enhanced law enforcement presence. Funding will only be provided to the extent that participating law enforcement agencies can demonstrate that the specific operations to be reimbursed were not being routinely performed prior to the initiation of the operation.

The Luna County Sheriff's Department, New Mexico State Police and the Deming Police Department will all participate in the FY18 Stonegarden program. Luna County has projected expenditure of their FY 2018 Grant Funding by the deadline outlined in the State of New Mexico Sub-Contract Agreement. These funds are projected to be exhausted by September 1, 2021. Luna County will begin utilizing FY 2018 Grant Funding at that time. The following is the proposed budget the LCSO in conjunction with the New Mexico State Police and the Deming Police Department plan to expend to effectively detect/deter, identify, classify and bring about a law enforcement resolution for those involved in criminal activities using routes of egress within Luna County.

A. Cost Estimates/Funding/Issues

Chart A.1 Cost Estimates/Funding Issues / Budget Chart

Administration/Logistics/Budget		Narrative Justification Below (Computation of Items)	Federal Request
Overtime and Fringe		Overtime and Fringe Total	\$917,116.57
Law Enforcement Operational Overtime		LCSO: \$ 237,336.00 NMSP: \$ 442,598.40 DPD: \$ 230,400.00	\$910,334.40
Fringe Benefits for Law Enforcement		LCSO: \$ 3,441.37 NMSP: \$ 0.00 DPD: \$ 3,340.80	\$6,782.17
Equipment (Provide AEL #)		Equipment Total	\$291,220.00
* Needs Justification Letter	General Equipment	N/A	\$0.00
030E-07-SUAS – Drone 12VE-00-MISS – Patrol Unit 06CP-01-REPT – Repeaters 04HW-01-INHW – Laptop's 030E-01-ALPR - LPR's 030E-03-LTPA – Light Plants	Special Equipment	LCSO: \$ 176,000.00 (1) Drone (1) Training and warranty for Drone (1) Chevrolet Silverado Patrol Unit (1) Laptop with monitors-software (1) Maintenance for repeater site (2) LPR's NMSP: \$ 56,320.00 (4) Pelican lights (2) LPR's DPD: \$ 58,900.00 (6) Handheld radios with accessories (1) Laptop with monitors-software (2) LPR's	\$291,220.00
	Vehicles, Watercraft, other type of vehicles	N/A	\$0.00
* Needs Justification Letter	Regional Capability Building equipment	N/A	\$0.00
Vehicles	Maintenance Cost	LCSO: \$ 13,854.50 Service Units/ATV's/Tires NMSP: \$ 0.00 DPD: \$ 0.00	\$13,854.50
	Fuel/Mileage Cost	LCSO: \$ 28,000.00 NMSP: \$ 65,790.00 DPD: \$ 23,220.00	\$117,010.00
Travel, Lodging, and Per diem		None Anticipated	\$0.00
County M&A		Monthly Contract for Grant Oversight < 5% of overall award	\$67,044.05
		Total Funding Cost	\$1,406,245.12

****Please note that the above totals are projections and do not reflect actual expenditures.****

Luna County – FY 18 OPSG Total Grant Award \$1,406,245.12

Luna County – FY 2018 Award less Friendly Forces - \$525,675.92 / Friendly Forces - \$880,569.20

Itemized Cost and Justifications:

Overtime:	29 Deputies x 22 hours per month x 12 months = 7,656 hours	\$237,336.00
	@ an average OT rate of \$31.00 per hour	
Fringe:	Operational Overtime base amount \$237,336.00 x 1.45%	\$ 3,441.37
Fuel Cost:	20 units x 500 miles per month = 10,000 miles per month	\$ 28,000.00
	10,000 miles / average miles per gallon of 12 = 833.3 gallons per month	
	833.3 GPM * \$2.80 per gallon = \$2,333.33 per month	
	\$2,333.33 gallons x 12 months = \$28,000.00	
Maintenance:	20 units x 500 miles per month = 10,000 miles per month	\$ 1,200.00
	10,000 miles @ 5,000 mile service intervals = 2 oil changes per month	
	2 Full Service oil changes x 12 months = 24 oil changes	
	12 Full Service oil changes at average \$100.00 each = \$1,200.00	
	20 units x 500 miles per month = 10,000 miles per month	\$ 9,404.50

	500 miles per month x 12 months = 6,000 miles per unit/per year	
	6,000 x 2 = 12,000 miles so every unit with normal wear will need tires	
	Every two years. 10 units per year + an additional 6 months = 15 tires replacements	
	15 x average cost for 4 new tires @ \$626.9664 = \$9,404.50	
	4 ATV's @ 20 hours/month = 80 hours /month = 960 hours	\$1,000.00
	960 hours / 200 hours per service = 5 services x \$200.00 per service	
	5 ATV's @ 1 set of tires per year @ \$450.00	\$2,250.00
Equipment:	1 DJI Matrice 210 Series Drone with XLT FLIR Dual Pro camera	\$25,000.00
	Training and warranty for Drone	\$25,000.00
	1 new Chevrolet Silverado 4x4 truck with LE package	\$50,000.00
	Package includes all equipment to outfit unit (CAD stand, decals, Leveling kit, window tint, radio, cage, lights, siren, and weapon mounts)	
	Maintenance Contract for one year on 1 repeater site	\$30,000.00
	Laptop with dual monitors, Microsoft office and Adobe Pro to manage Stonegarden grant	\$2,500.00
	(2) License Plate Readers to be used during Stonegarden Operations	\$43,500.00
	Price includes installation, configuration, equipment, and additional Warranty (Note: LCSO is covering initial configuration fee)	
M&A:	M&A < 5% of overall award	\$67,044.05

Table A.2 – Luna County

Luna County – Sub-Recipient Cost Summary							
Cost Categories	Overtime	Fringe	Fuel Cost	Maintenance	Equipment	M&A	Total
Agency Cost	\$237,336.00	\$3,441.37	\$28,000.00	\$13,854.50	\$176,000.00	\$67,044.05	\$525,675.92

Please note that the above totals are projections and do not reflect actual expenditures.

Luna County OT/Fringe/M&A Cost:	\$307,821.42
Luna County General Cost:	\$217,854.50
Total Cost	\$525,675.92

FRIENDLY FORCES

New Mexico Department of Public Safety - District 12 - Allocation Amount - \$564,708.40
Itemized Cost and Justifications

Overtime:	51 officers x 16 hours x 12 months x Average OT rate of \$45.20 per hr	\$442,598.40
Mileage Cost:	51 units X 250 miles per day @ \$0.43/mile x 12 months	\$65,790.00
	\$0.43 (State Approved Rate)	
Equipment:	(4) Pelican 9470M Remote Area lighting System @ \$3,580 each	\$14,320.00
	For use to operate checkpoints during Stonegarden Operations	
	(2) License Plate Readers to be used during Stonegarden Operations	\$42,000.00
	Price includes installation, configuration, equipment, and additional Warranty @ \$21,000.00 each	

Table A.2(1) New Mexico State Police-District 12

New Mexico Department of Public Safety – Partner Recipient Cost Summary							
Cost Categories	Overtime	Fringe	Mileage	Maintenance	Equipment	M&A	Total
Agency Cost	\$442,598.40	\$0.00	\$65,790.00	\$0.00	\$56,320.00	\$0.00	\$546,708.40

Please note that the above totals are projections and do not reflect actual expenditures.

NMSP OT Cost	\$442,598.40
NMSP General Cost	\$122,110.00
Total Cost	\$546,708.40

Deming Police Department- Allocation Amount - \$315,860.80
Itemized Cost and Justifications

Overtime:	30 Officers x 20 hours @ average OT rate \$32.00 x 12 months	\$230,400.00
Fringe:	Operational Overtime base amount \$230,400.00 x 1.45%	\$3,340.80
Equipment:	6 handheld radios equipped with Antenna, Mic, extra battery, & Charger for each radio @ \$2,400.00 each	\$14,400.00
	Laptop with dual monitors, Microsoft office and Adobe Pro to manage Stonegarden grant	\$2,500.00
	(2) License Plate Readers to be used during Stonegarden Operations Price includes installation, configuration, equipment, and additional Warranty @ \$21,000.00 each	\$42,000.00
Mileage:	30 units x 150 miles x @ \$0.43 per mile x 12 months	\$23,220.00

Table A.2(2) Deming Police Department

Deming Police Department – Partner Recipient Cost Summary							
Cost Categories	Overtime	Fringe	Mileage	Maintenance	Equipment	M&A	Total
Agency Cost	\$230,400.00	\$3,340.80	\$23,220.00	\$0.00	\$58,900.00	\$0.00	\$315,860.80

Please note that the above totals are projections and do not reflect actual expenditures.

Deming PD OT/Fringe Cost	\$233,740.80
Deming PD General Cost	\$ 82,120.00
Total Cost	\$315,860.80

Table A.3 TOTALS – Total proposed expenditures for all participating partners

OPSG New Mexico Luna County FY 2018 Con Op Total Budget Summary Overview								
Cost Categories	Overtime	Fringe	Fuel	Mileage	Maintenance	Equipment	M&A	Total
LCSO	\$237,336.00	\$3,441.37	\$28,000.00	\$0.00	\$13,854.50	\$176,000.00	\$67,044.05	\$525,675.92
NMSP	\$442,598.40	\$0.00	\$0.00	\$65,790.00	\$0.00	\$56,320.00	\$0.00	\$564,708.40
DPD	\$230,400.00	\$3,340.80	\$0.00	\$23,220.00	\$0.00	\$58,900.00	\$0.00	\$315,860.80
Total Cost	\$910,334.40	\$6,782.17	\$28,000.00	\$89,010.00	\$13,854.50	\$291,220.00	\$67,044.05	\$1,406,245.12

Total OT/Fringe/M&A Cost: \$984,160.62
 Total Cost of OPORD: \$422,084.50
\$1,406,245.12

Grant Award Amount: \$1,406,245.12**Total Overtime/Fringe/M&A Cost: \$984,160.62**

Percentage OT to Grant Award: 69.9% of projected overtime usage (\$984,160.62 / \$1,406,245.12 = 69.9%)

- B. Travel:** N/A
C. Lodging: N/A
D. Reception of Detailed Personnel: N/A
E. Uniform and Equipment: All personnel assigned to this operation will utilize the approved agency uniform in accordance with each agency Standard Operating Procedure (SOP). No deviations from these SOPs are anticipated
F. Special Equipment: Deputies will be equipped with Night Vision Goggles, Cameras, Flash Lights, Long Arms, Laptop computers, and infrared imaging equipment (RECON, EOIR, etc.).
G. Alien Processing: The U.S. Border Patrol will be responsible for processing undocumented aliens and for the disposition of cases having a nexus to immigration issues unless the case falls under the purview of Immigration and Customs Enforcement (ICE).
H. Medical: For critical or life-threatening injuries requiring medical evacuation or hospitalization, a number of medical facilities are available. In case of an emergency, personnel can be transported to the following medical facilities via ground ambulance or aircraft:

Gila Regional Medical Center
1313 E. 32nd Street
Silver City, NM
(575) 538-4050

Mimbres Memorial Hospital
800 W. Ash St.
Deming, NM
(575) 546-5800

Mesilla Valley Hospital
3751 Del Rey Blvd.
Las Cruces, NM
(575) 382-3500

Mountain View Regional Medical Center
4311 E. Lohman Ave.
Las Cruces, NM
(575) 556-7600

Gerald Champion Regional Medical Center
2669 North Scenic Dr.
Alamogordo, NM
(575) 439-6100

For emergency field transport, the following ambulance services are available:

Southwest Ambulance Service
920 South Valley Drive
Las Cruces, NM
(505) 527-2031

Silver City Fire Department
1011 N. Hudson
Silver City, NM

For Emergency Air Evacuation:

Southwest Air Ambulance
2805 Las Cruces Court #B
Las Cruces, NM (505) 525-2660

- I. Detention Transportation:** Detained illegal aliens should be detained on scene until U.S. Border Patrol agents can take custody unless extenuating circumstances require a participating agency to transport. U.S. Border Patrol will make every effort to timely respond and provide transport for any suspected undocumented aliens being detained by participating agencies. Each Border Patrol Station will be responsible for coordinating this transportation within their station's AOR.
- J. Vehicles:** All participating agencies will provide their own vehicles for this operation. USBP will not provide vehicles for any participating agency at this time. State and local law enforcement vehicles will be used in support of this operation.

V. COMMAND/CONTROL/COMMUNICATION

A. Chain of Command:

Deming Border Patrol Station:
PAIC Ronald LeBlanc (575) 544-6301
DPAIC Charles D. Seagroves (575) 544-6102
DPAIC Jose De La Paz (575) 544-6107

Luna County Sheriff's Office:
Kelley Gannaway (Sheriff) (575) 546-2655
Michael Brown (Captain) (575) 546-2655
Supervisor on Duty (575) 546-2655

Department of Public Safety, District 12 – Deming, New Mexico
Captain David B. Romero (575) 546-6631
Lieutenant Oscar Sosa (575) 546-6631

Deming Police Department:

Bobby Orozco- Chief
Clint Hogan- Admin. Captain(575) 546-3014
(575) 546-3016**B. Unit Command:**

The on-duty supervisor for each participating agency will function as the detail supervisor during the duration of the operation.

C. Communications Detail:

The Luna County Sheriff's Department has its Technology program operational. This includes laptop computers in all patrol units with the capability of silent communication, data messaging, registration query and access to numerous Intel sites. Border patrol will communicate on their frequency, with the ability to transition to State and Local law enforcement frequencies. Luna County does not currently have the capability to communicate with Border Patrol on their frequency since the transition to digital communications. Whenever possible, Border Patrol Handheld Radios will be provided when working joint operations.

D. Map Coordinates:

Coordinates and Location Zones will be determined by each individual operation. There are no map coordinates available at this time.

ANNEX:

A. ADMINISTRATION ANNEX: See combined admin/logistics above in the main body of the Con Op.

B. EXECUTION ANNEX:**I. New Mexico State Police (District 12)**

Throughout the FY 2018 Operation Stonegarden Grant Period, the New Mexico Department of Public Safety will patrol high traffic areas used to move illegal contraband, narcotics or humans from the Mexican border into the United States. They will employ tactics such as daytime/nighttime enhanced saturation patrols, checkpoints, foot patrols as well as patrols in remote areas with off-road vehicles so as to deter illicit cross-border traffic in the geographical areas identified by the U.S. Border Patrol. NMSP Investigations Bureau will be assisting by following up on information collected from local officers in Luna and Grant County. They will do this by reviewing crime stoppers tips and attending local Intelligence meetings. Agents will work to apprehend local drug warrants with the intent of interviewing the suspects in an effort to further Intelligence. They will conduct knock and talk operations on suspected drug dealers. NMSP Supervisors will ensure that agents are speaking with local agencies to enhance operations.

The New Mexico Department of Public Safety will attempt to employ our department's fixed-wing aircraft and/or rotary aircraft to provide area reconnaissance for assistance in operational planning, close air support to personnel designated to remote area foot patrols, and close air support for ATV/off-road vehicle patrols in remote areas. The aircraft will also be utilized during designated speed enforcement operations in outlying areas where conventional traffic enforcement operations have shown to be unproductive. We will also target Commercial Motor Vehicle traffic at the Port of Entry in an effort to apprehend illegal drug/alien trafficking activity through Commercial Vehicle Inspections which allow officers to conduct thorough investigations. These operations will be coordinated with the Luna County Sheriff's Office and the Deming Border Patrol Station.

Areas where the New Mexico State Police will conduct high visibility enforcement operations include; Interstate 10, State Roads 9, 11, 26, 61, and 152, as well as U.S. 180. Officers will also patrol County highways; roads and dirt trails used by smugglers to bypass the more heavily travelled and patrolled State Roads mentioned above. Additional operations on US 180 west of Silver City and on SR 78 may be conducted at the discretion of the Deming Border Patrol Station's Patrol Agent in Charge.

Officers also intends to deploy K-9 handlers in the areas specified above which will include highway interdiction training and instruction for local law enforcement. K-9 officers from other districts may be brought to and housed in Deming, New Mexico, on Stonegarden approved travel reimbursement at approved state mileage and per diem rates.

New Mexico State Police Coordinating Instructions:

Coordination of the administrative functions concerning Stonegarden Operations with the Department of Public Safety will be forwarded through the District Commander in District Twelve, to the Homeland Security Law Enforcement Liaison with the Department of Public Safety.

Specific operational plans will be completed by the District Twelve Commander in direct support of the Luna County Sheriff's Department and the Border Patrol Stations within the El Paso Sector. All completed operational plans will be submitted to Mr. Ronald LeBlanc, Patrol Agent in Charge of the Deming Border Patrol Station, for approval.

II. Deming Police Department

During Operation Stonegarden activities DPD officers will patrol high traffic areas used to move illegal contraband, narcotics or humans from the Mexican border into the United States. They will employ tactics and procedures necessary to deter illicit cross-border traffic in the geographical areas identified by the U.S Border Patrol. These areas include New Mexico Highway 11, Highway 180, Interstate 10 and other State and County roads within City of Deming. The Deming Police Department will work with other Stonegarden agencies to accomplish the mission. This commitment is for personnel and equipment as can be provided within lawful jurisdiction.

Under regular Stonegarden operations, the Deming Police Department will conduct operations in the following manner; The city has recognized several areas of concern which are not all inclusive:

1. The direct route of north bound traffic from Palomas, Mexico to a populated area (City of Deming) utilizing SR 11.
2. The bypass of this route through Hermanas Rd., SR 418 directly into the incorporated city of Deming.
3. The egress/ingress of Hwy 180 to Hwy 26 allowing access to the Interstate 25 corridor north bound.
4. The route of Interstate 10 connecting east coast with the west coast.
5. Several possible staging, "stash houses" or exchange/transfer sites throughout the community.
6. Hotel/motel observations and coordination with CBP for any interdiction.
7. The use of these same avenues and locations for the transport of firearms, monies, stolen property to include stolen vehicles and other items associated with the criminal narcotic trades which are moving south to the New Mexico/Mexico border.

Deming Police Department (DPD) Coordinating Instructions:

The Deming Police Department will coordinate all activities with the U.S. Border Patrol through the Luna County Sheriff's Department when supporting this operations plan.

C. COMMAND ANNEX: Addressed in the body of this Con Op

D. Media Action Plan: Luna County Sheriff's Department Public Information Officer will coordinate all contacts with the media with the U.S. Border Patrol, El Paso Sector Public Affairs Office.

Legal Review:

Not applicable

Risks:

No risks have been associated with this Op Order.

Photos:

No photos have been associated with this Op Order

MEMO **To: County Manager/Commissioners**

Bk 43 Pg 8553

From: Kelly Gannaway, Sheriff

Department: Luna County Sheriff's Department

Date: July 3, 2019

Total of Request

Re: Budget Request for a BUDGET TRANSFER []
BUDGET INCREASE [X] 10,032.00

TRANSFER FROM:

FUND or Line Item Number	Line Item Description	Current Line Balance	Proposed Transfer Amount
610-77	OHV Law Enforcement Grant		10,032.00

TRANSFER TO: CDWI Grant Funds


Fund or Line Item number	Line Item Description	Current Line Balance	Proposed Transfer Amount
610-44-2005	Salaries Overtime	0.00	9,888.00
610-44-2060	Match-Medicare 1.45%	0.00	144.00

Purpose budget adjustment: (to pay for what?)

OHV grant agreement signed on 7/1/19 by Sheriff to be used from 7/1/19 to 6/10/2010. Grant Agreement attached.

REASON FOR TRANSFER (why is current budget insufficient)

This expense was not available at budget time.

Department Head Signature:  _____



DIRECTOR AND SECRETARY
TO THE COMMISSION
Michael B. Sloane

STATE OF NEW MEXICO
DEPARTMENT OF GAME & FISH

One Wildlife Way, Santa Fe, NM 87507
Post Office Box 25112, Santa Fe, NM 87504
Tel: (505) 476-8000 | Fax: (505) 476-8123
For information call: (888) 248-6866

www.wildlife.state.nm.us

JOANNA PRUKOP
Chair
Santa Fe
ROBERTA SALAZAR-HENRY
Vice-Chair
Las Cruces
JIMMY RAY BATES, SR.
Albuquerque
GAIL CRAMER
Mayhill
TIRZIO J. LOPEZ
Cebolla
DAVID SOULES
Las Cruces
JEREMY VESBACH
Placitas

Bk 43 Pg 8554

August 12, 2019

Re: NEW MEXICO DEPARTMENT OF GAME AND FISH OFF-HIGHWAY VEHICLE
GRANT AGREEMENT FOR FY2020

Dear Grantee,

Please know your New Mexico Department of Game and Fish Off-Highway Vehicle (OHV) grant agreement was signed by New Mexico Department of Game and Fish Director Michael Sloane on July 26, 2019. The purchase order created for your grant was approved on August 12, 2019, and the funds necessary for your grant are now available to you; please adhere to the grant agreement.

If you have any questions please call the OHV Program Manager Matt Seidel at (505) 222-4728 or the OHV Law Enforcement Coordinator Officer Desi Ortiz at (505) 222-4718. Thank you for your commitment to create safe and sustainable OHV recreational opportunities.

Sincerely,

Matt Seidel
Off-Highway Program Manager
New Mexico Department of Game and Fish

GRANT AGREEMENT

For the Luna County Sheriff's Department Grant #2019-2020-3

This AGREEMENT ("Agreement") entered into on 7-1-19, by and between the NEW MEXICO DEPARTMENT OF GAME AND FISH, an agency of the State of New Mexico, hereinafter called the "Department," and the, LUNA COUNTY SHERIFF'S DEPARTMENT, hereinafter called the "Sheriff's Department", collectively, the "Parties".

WITNESETH:

WHEREAS, the Off-Highway Motor Vehicle Act ("Act"), NMSA 1978, Section 66-3-1018.B(8) directs the Department to accept and evaluate all applications for grants from the Trail Safety Fund ("Fund") for the implementation of the provisions of the Act;

WHEREAS, the Department recognizes that public Off Highway Vehicle (OHV) recreation plays an important role in promoting local economic and outdoor recreational activity;

WHEREAS, the Department has evaluated and reviewed a law enforcement plan submitted by the Sheriff's Department for OHV safety awareness patrols in Luna County. Patrols will focus on resource damage protection and safety equipment requirements, (the "Project");

WHEREAS, the Fund is presently capable of covering a portion of the costs associated with the Project, subject to and for the term of this agreement;

WHEREAS, both parties to this agreement desire to increase compliance of New Mexico's OHV Act as indicated in the approved Grant Application ("Grant Application"), attached hereto as "Attachment 1" and incorporated herein by reference.

NOW, THEREFORE, the Parties hereby agree as follows:

A. Purpose

The Parties enter into this agreement to memorialize their agreement concerning the granting of funds by the Department to the Sheriff's Department for the purpose of increasing compliance of New Mexico's OHV Act through the use of coordinated law enforcement patrol efforts on public lands by federal and state agencies.

B. Scope

1. The Sheriff's Department shall:

- a. Conduct highly visible OHV specific law enforcement and educational patrols (patrols) on state and federal lands in law enforcement recreational off-highway vehicles and truck units. The focus of the Sheriff's Officers will be enforcement of all State of New Mexico OHV violations to include juveniles with no safety equipment, operators with no spark arrestors, and vehicles with no registration.
 - b. Teach a minimum of two hands on OHV safety trainings to the general public. The Sheriff's office will attend an OHV update presented by the Department in order to be able to teach the current curriculums standards.
 - c. Utilize the funds granted via this agreement between July 1, 2019, and June 15, 2020, only for the purpose of conducting OHV law enforcement patrols and education on public lands.
 - d. Provide copies of overtime time sheets, activity reports, including patrol summary (**This form was included in the 2019-2020 OHV Law Enforcement Grant Application**), patrol hours, OHV contacts, number of OHV citations, number of OHV warnings, number of non-OHV citations issued while on OHV patrol, and total number of each. A copy of accident reports and arrest reports will be included if applicable.
 - e. Permit the Department, its employees or agents, to inspect the Project and all financial and related records at any and all reasonable times during the term of the agreement. This Project will be implemented by the Sheriff's Department in accordance with the goals, terms, and conditions of the approved Grant Application.
 - f. Fully comply with all federal, state and local laws, rules, regulations, etc. applicable or related to this agreement.
2. The Sheriff's Department agrees:
- a. That this agreement does not establish an employee/employer relationship between the Department and the Sheriff's Department nor any person employed by the Sheriff's Department for any purpose.
 - b. To pay all required state, federal or local taxes and fees, including unemployment insurance and Workers Compensation Insurance or other assessments related to the employment of any person or individual by the Sheriff's Department.
 - c. To provide the Department with the required documentation of the actual patrol hourly wage costs incurred while patrolling in the format and by the dates set forth below. The Sheriff's Department agrees to allow and permit Legislative or Department auditors' access to its records for the purpose of determining that the grant funding, which is the subject of this agreement, is administered in accordance with the terms and conditions set forth in this agreement.

- d. That no employee, officer, or agent of the Sheriff's Department shall participate in the selection, award, or administration of a contract supported by the Fund dollars under this agreement if a real or apparent conflict of interest would be involved. Goods or services may not be purchased by the Sheriff's Department from any business in which an employee or official of the Sheriff's Department has a financial or other interest.
- e. And acknowledges that the Department may unilaterally terminate this agreement at any time due to the Sheriff's Department failure to comply with any of the provisions of this agreement.

3. The Department agrees:

- a. To provide a maximum of \$10,032.00 to the Sheriff's Department for approved direct and documented patrols as identified in the approved Grant Application.
- b. That grant funds may be provided in accordance with the following schedule:
 - i. For patrols conducted during the period of July 1 through September 30, 2019, the Sheriff's Department shall submit documentation as described in paragraph B.1.d by not later than October 31, 2019.
 - ii. For patrols conducted during the period of October 1 through December 31, 2019, the Sheriff's Department shall submit documentation as described in paragraph B.1.d by not later than January 31, 2020.
 - iii. For patrols conducted during the period of January 1 through March 31, 2020, the Sheriff's Department shall submit documentation as described in paragraph B.1.d by not later than April 30, 2020.
 - iv. For patrols conducted during the period of April 1 through June 10, 2020, the Sheriff's Department shall submit documentation as described in paragraph B.1.d by not later than June 15, 2020.
 - v. Upon approval of the submitted documentation the Department will reimburse the Sheriff's Department for approved expenditures not to exceed the cumulative maximum of \$10,032.00, as stated above. Such payment will be made not later than forty-five (45) days following approval of the submitted documentation.
- c. That any funds not supported by adequate documentation shall not be paid and will be retained in the Fund.

C. General Provisions

1. **Liability and Sovereign Immunity.** By entering into this agreement, each party agrees that it shall be responsible for liability arising from personal injury or damage to property

occasioned by its own agents or employees in the performance of this agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-29, and any amendments thereto. This section is intended only to define the liabilities between the parties hereto and is not intended to modify, in any way, the parties' liabilities as governed by common law and the New Mexico Tort Claims Act. The parties, and their "public employees" as defined in the New Mexico Tort Claims Act do not waive sovereign immunity and do not waive any defense of any limitation of liability pursuant to law. No provision of this agreement waives and/or modifies any provision of the New Mexico Tort Claims Act.

2. **Appropriations.** The terms of this agreement are contingent upon sufficient appropriation and authorization being made by the Legislature of New Mexico for the performance of this agreement. If sufficient appropriations and authorizations are not made by the Legislature, or withdrawn, this agreement shall terminate immediately. The department's decision as to whether sufficient appropriations are available shall be accepted by the District Staff and shall be final.
3. **Department of Finance Approval.** This agreement may be subject to the approval of the New Mexico Department of Finance and Administration, and, if so required, shall not be effective until approved.
4. **Eligible activities.** The following activities and expenditures are not eligible for funding under this agreement:
 - a. projects that displace fish and wildlife species or reduce habitat;
 - b. trail projects on trails not approved by the appropriate land management agency or private landowner;
 - c. fulfillment costs, such as envelopes and supplies;
 - d. communication costs, such as telephone expenses;
 - e. administration expenses, including but not limited to salaries, per diem (travel expenses, mileage, gasoline, meals or lodging), over-run, entertainment, supplies, taxes, and other categories not attributable to on-the-ground law enforcement patrols;
 - f. costs for the purchase of equipment where rental opportunities can reasonably accommodate; and
5. **Notice and Communication.** All notices and communications required or permitted under this agreement shall be in writing and shall be delivered in person, by courier service or by the U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Department:

Street/Mailing address: 7816 Alamo Rd. NW, Albuquerque, NM 87120
Attention: Desi Ortiz

To the Luna County Sheriff's Department:

Mailing address: 2462 J Street SE, Deming, NM 88030
Attention: Detective David Holguin

6. **Term.** The term of this agreement shall commence upon its full execution or upon approval of the Department of Finance and Administration if such approval is required, and shall end on June 15, 2020 unless sooner terminated under paragraph B.2.e or C.2, above.
7. **Termination.**
 - a. Either party may terminate this agreement for convenience or cause upon written notice of termination at least thirty (30) days prior to the intended date of termination.
 - b. Except as otherwise expressly allowed or provided under this agreement, the Department's sole liability upon termination shall be to pay for acceptable work performed prior to the Sheriff's Department receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this agreement. The Sheriff's Department shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. This provision is not exclusive and does not waive the party's other legal rights and remedies caused by the other party's default/breach of this agreement.
8. **Subcontracting.** The Contractor shall not subcontract any portion of the services to be performed under this agreement without the prior written approval of the Department. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Department.
9. **Release.** Final payment of the amounts due under this agreement shall operate as a release of the Department, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this agreement.
10. **Amendment.** This agreement shall not be altered, changed, or amended except by instrument in writing executed by the Parties hereto and all other required signatories.
11. **Indemnification.** The Sheriff's Department shall defend, indemnify and hold harmless the Department and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind

from any source which may arise out of the performance of this agreement, caused by the negligent act or failure to act of the Sheriff's Office, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Sheriff's Department resulting in injury or damage to persons or property during the time when the Sheriff's Department or any officer, agent, employee, servant or subcontractor thereof has or is performing activities pursuant to this agreement.

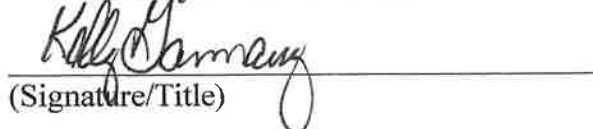
12. **Enforcement of Agreement.** A party's failure to require strict performance of any provision of this agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.
13. **Authority.** If the Sheriff's Department is other than a natural person, the individual(s) signing this agreement on behalf of the Sheriff's Department represents and warrants that he or she has the power and authority to bind the Sheriff's Office, and that no further action, resolution, or approval from the Sheriff's Department is necessary to enter into a binding agreement.

New Mexico Department of Game and Fish


Michael Sloane, Director

7/26/15
Date

Luna County Sheriff's Office


(Signature/Title)

7-1-19
Date

MEMO

Bk 43 Pg 8561

To: County Manager/Commissioners
From: Chris A. Brice, Director
Department: Detention
Date: August 8, 2019

Total of Request

Re: Budget Request for a BUDGET TRANSFER [] \$
BUDGET INCREASE [X] \$ 40,000.00

TRANSFER FROM

FUND or Line Item Number	Line Item Description	Current Line Balance	Proposed Transfer Amount
Cash Reserves			\$40,000.00

TRANSFER TO

FUND or Line Item Number	Line Item Description	Current Line Balance	Proposed Transfer Amount
609-21-2011	Vehicle Expense	25,000.	\$40,000.00

Purpose budget adjustment: (to pay for what?)

Fuel

REASON FOR INCREASE (why is current budget insufficient).

Fuel was inadvertently not budgeted.

Department Head Signature: _____



MEMO

Bk 43 Pg 8562

To: County Manager/Commissioners
From: Chris A. Brice, Director
Department: Detention
Date: August 8, 2019

Total of Request

Re: Budget Request for a BUDGET TRANSFER [] \$
BUDGET INCREASE [X] \$ 20,000.00

TRANSFER FROM

FUND or Line Item Number	Line Item Description	Current Line Balance	Proposed Transfer Amount
Cash Reserves			\$20,000.00

TRANSFER TO

FUND or Line Item Number	Line Item Description	Current Line Balance	Proposed Transfer Amount
609-21-2018	Inmate Medical	-\$13,000.00	\$20,000.00

Purpose budget adjustment: (to pay for what?)

Medical Expenses

REASON FOR INCREASE (why is current budget insufficient).

Cover Inmate Medical, CorrHealth Contract invoices are higher.

Department Head Signature: _____



MEMO

Bk 43 Pg 8563

To: County Manager/Commissioners
From: Chris A. Brice, Director
Department: Detention
Date: September 12, 2019

Total of Request

Re: Budget Request for a BUDGET TRANSFER [] \$
BUDGET INCREASE [X] \$ 25,000.00

TRANSFER FROM

FUND or Line Item Number	Line Item Description	Current Line Balance	Proposed Transfer Amount
Cash Reserves			\$25,000.00

TRANSFER TO

FUND or Line Item Number	Line Item Description	Current Line Balance	Proposed Transfer Amount
609-21-2010	Travel & PerDiem	-\$1,905.07	\$25,000.00

Purpose budget adjustment: (to pay for what?)

Encumbrances from FY18-19 hit line item causing it to be over expended.

REASON FOR INCREASE (why is current budget insufficient).

See above

Department Head Signature: _____

