

**MINUTES OF
REGULAR
MEETING
APRIL 19, 2023**

City of Lordsburg
409 W. Wabash
Lordsburg, New Mexico 88045
Minutes of Regular Meeting
April 19, 2023

Meeting was called to order at 12:00 p.m. noon

Welcome

Present: Mayor Glenda F. Greene; Martha Salas, Finance Director; Linda S. Farnsworth, City Clerk; Councilor Rodney Plowman; Councilor Roxann Randall; Councilor Julie Montenegro; Councilor Martin Neave; Mayor Pro-Tem Alfredo Morelos, Jr., and Councilor Manuel D.V. Saucedo.

Attendance: Stephanie Helbig, Animal Control Officer; Priscilla Lucero, COG; Siah Correa Hemphil, Oscar Sosa, Robert Gonzalez, Cesar Ortega, auditor with Beasley, Mitchell and Company; Veronica Diaz, Nathaniel Palomarez, Kelly Peterson, County Commissioner; Tisha Green, County Manager; William Chadborn, County Sheriff and all viewing on ZOOM.

Approval of Agenda: Councilor Montenegro moved to approve the Agenda as written, 2nd by Councilor Neave. Council was polled. Motion passed.

a). Minutes – Zoning Commission Meeting March 15, 2023

Councilor Montenegro moved to approve the Minutes of the Zoning Commission Meeting of March 15, 2023, 2nd by Mayor Pro-Tem Morelos. Council was polled. Motion passed.

Councilor Plowman – AYE

Councilor Randall – AYE

Councilor Montenegro – AYE

Councilor Neave – AYE

Mayor Pro-Tem Morelos – AYE

Councilor Saucedo – Abstain

b). Minutes – Regular Meeting March 15, 2023

Mayor Pro-Tem Morelos moved to approve the Minutes of the Regular Meeting of March 15, 2023, 2nd by Councilor Randall. Council was polled. Motion passed.

Councilor Plowman – AYE

Councilor Randall – AYE

Councilor Montenegro – AYE

Councilor Neave – AYE

Mayor Pro-Tem Morelos – AYE

Councilor Saucedo – Abstain

Finance Statement for March 2023 and Bank Statement

Ms. Salas went over the City Account balances including all interest earned. Councilor Neave asked if the Silicone Valley incident that happened the previous month affected our balances in any way. Ms. Salas stated that it did not have an effect on our balances and that we stayed stable. Councilor Saucedo had some questions regarding D&J Pump Service which was for repairs at the Waste Water Treatment Plant, Solar Panel charges and Core and Main charges which were for our Gas Department. Ms. Salas explained these charges to the Council. Councilor Saucedo also asked about Bank of American for credit card payments. Ms. Salas explained what services were paid with the credit cards and invited the Council to view the statements at any time as they are quite lengthy. Mayor Pro-Tem Morelos moved to accept the Finance and Bank Statement for March 2023, 2nd by Councilor Montenegro. Council was polled. Motion carried.

Bills paid for Month of March, 2023

The Council did not have issue with any bills paid for the month of March, 2023.

New Business

a). Lodger’s Tax Committee Recommendations from Quarterly Meeting of April 13, 2023 (referred to as “Committee”)

1). Vern Richardson for Naram 64 – The Committee recommended that Vern Richardson receive \$8,429.09 allocation. Councilor Montenegro moved to accept the requested \$8,429.09 allocation for this event, 2nd by Councilor Plowman. Council was polled. Motion carried.

Councilor Plowman – AYE
Councilor Randall – AYE
Councilor Montenegro – AYE
Councilor Neave – AYE
Mayor Pro-Tem Morelos – AYE
Councilor Saucedo - AYE

2). Patrick Saucedo representing Saucedo’s for “Rene Days” – Mr. Saucedo requested \$6,000.00 from Lodger’s Tax, however, the Committee only recommended \$2,273.00 allocation as what was allowed per Lodger’s Tax guidelines. Councilor Montenegro moved to accept the Committee request of \$2,273.00, 2nd by Councilor Plowman. Council was polled. Motion carried.

Councilor Plowman – AYE
Councilor Randall – AYE
Councilor Montenegro – AYE
Councilor Neave – AYE
Mayor Pro-Tem Morelos – AYE
Councilor Saucedo – Abstain

b). FY 22 Audit Presentation – Cesar Ortega with Beasley, Mitchell & Co

Mr. Ortega began his presentation by thanking Ms. Salas for all her hard work in getting him information for the audit, Ms. Salas thanked the staff. Mr. Ortega stated that the audit had been approved by the State and that there was only 1 finding and that was for a difference in reconciled cash. The error has been resolved. Councilor Saucedo asked Mr. Ortega if this error would send a red flag to the Department of Finance Authority. Mr. Ortega said that no, it would not.

c). Decision to allow Mayor Pro-Tem Alfredo Morelos, Jr. to attend NALEO Conference in New York City July 11-13, 2023

Mayor Pro-Tem Morelos explained that he has attended several NALEO meetings in the past and that he was asking permission to attend once again. He stated that he feels that the information he receives, ideas and contacts are invaluable. Councilor Montenegro moved to allow Mayor Pro-Tem Morelos to attend NALEO Conference, 2nd by Councilor Neave. Council was polled. Motion carried.

d). Siah Hemphill – Legislative update

Senator Hemphill, State Senator stated that the last legislative session has been busy and exciting and that 211 bills were passed into law during this time. She reported that a \$9.5 billion budget was passed while maintaining a 30% reserve. The bills that she outlined in her presentation included tax rebates, funding for water projects and emergencies, funding for rural healthcare, early childhood development, access to mental health services and free school meals for all school children. The City of Lordsburg will receive \$200,000 for the renovation of the Special Events Center and \$170,000 for new Police vehicles.

e). Cross Commission Agreement between the City of Lordsburg and Hidalgo County

Councilor Plowman, Mayor Greene and Councilor Saucedo previously sat with Sheriff William Chadborn and County Manager Tisha Green and went over this agreement and per Mayor Greene, it appears to be a good fit for all involved. Councilor Saucedo did have a few questions that were resolved during discussion. Councilor Plowman moved to approve the Cross Commission Agreement, 2nd by Councilor Montenegro. Council was polled. Motion carried.

Councilor Plowman – AYE

Councilor Randall – AYE

Councilor Montenegro – AYE

Councilor Neave – AYE

Mayor Pro-Tem Morelos – AYE

Councilor Saucedo – AYE

f). MOU (Memorandum of Understanding) between the City of Lordsburg and Hidalgo County regarding Stonegarden Grant

An MOU was presented to the Council that would once again allow the City Police Department to do overtime under the Stonegarden Federal Grant. Mayor Greene stated that she will hire someone to manage this grant at the City level in order to bring transparency and oversight to the use of these federal funds. Chief of Police Aaron Salazar stated that the officers will do the overtime before or after regular work hours or on days off but no more than 16 hours per day. Per Sheriff Chadborn, grant coordination will start 7/1/23. Councilor Plowman moved to approve the MOU, 2nd by Mayor Pro-Tem Morelos. Council was polled. Motion carried.

g). Public Hearing

Discussion was had regarding the need to schedule a public hearing with public input regarding Supportive Housing that may go in behind Hope Haven. Councilor Saucedo wanted to know why it has to be zoned Residential if it is a business and he wanted to make sure that rental Commercial or not, that we are not discriminating residentially. The topic turned to whether or not this property would be considered as transitional. Mayor Greene asked County Manager Tisha Green if this is what the County Manager had relayed to the Mayor at the last meeting and the County Manager agreed that she had. Veronica Heller with SPIN spoke up and stated that it was not transitional housing and with that, Mayor Greene set the date of May 9, 2023 at 6:00 p.m. for a Community Input Meeting to see how the public feels about the matter of supportive housing in the area.

Old Business – Tejano Fiesta

a). Budget amount – Councilor Neave moved to approve the budget at \$70,000.00 this year for the Tejano Fiesta, 2nd by Mayor Pro-Tem Morelos. Council was polled. Motion carried.

b). Number of Days – Tejano Fiesta

Councilor Neave moved to keep the event at 2 days as in years past, 2nd by Mayor Pro-Tem Morelos. Council was polled. Motion carried.

c). Hotel Rooms for Performers – Tejano Fiesta

According to Martha Salas, Finance Director, until the City took over the funding of the Tejano Fiesta a couple of years ago, the performers were responsible for booking their own rooms. Councilor Montenegro moved to not pay for the performers motel rooms, 2nd by Councilor Plowman. Council was polled. Motion carried to have the performers pay for their own motel rooms.

Mayor Comments

There will be Budget Workshops on May 4, 2023 and May 11, 2023 at noon. There will be no ZOOM for these workshops.

Executive Session – To discuss the threatened or pending litigation – Lordsburg Police Department – as authorized by Section §10-15-1(H)(7) – Mayor Pro-Tem Morelos moved to go into Executive Session for the purpose of discussing threatened or pending litigation against the Lordsburg Police Department as authorized by §19-15-1(H)(7), 2nd by Councilor Randall. All Council were polled. Motion passed to enter into Executive Session. Mayor Greene announced that the Regular meeting was adjourned to go into Executive Session at 1:04 p.m.

At 1:28 p.m. Mayor Pro-Tem Morelos stated “I move that we return to Open Session and affirmatively state that only those matters for which the meeting was closed were discussed in Executive Session”, 2nd by Councilor Randall. Council was polled. Motion carried.

Adjourn

With nothing further to be discussed, a motion was made by Councilor Montenegro to adjourn, 2nd by Councilor Randall. Council was polled. Motion passed and meeting was adjourned at 1:29 p.m.

Approved this 17th day of May, 2023



Linda S. Farnsworth

Linda S. Farnsworth, City Clerk

Glenda F. Greene, Mayor

**CROSS
COMMISSION
AGREEMENT**



**MEMORANDUM OF UNDERSTANDING FOR
HIDALGO COUNTY SPECIAL DEPUTY SHERIFF COMMISSIONS WITH THE CITY OF
LORDSBURG**

RECITALS:

WHEREAS, the County of Hidalgo is a New Mexico County established by NMSA 1978 Section 4-12-1 (1919) and the City of Lordsburg is a New Mexico Municipality, established by, NMSA 1978 Section 3-2-1 *et. seq.*, located within the boundaries of the County; and,

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to “protect generally the property of its municipality and its inhabitants,” to “acquire and hold property, both real and personal” and to “preserve peace and order;” and,

WHEREAS, William Eugene Chadborn Jr., is the duly elected Sheriff of Hidalgo County with the authority to appoint and direct deputies pursuant to NMSA 1978, Section 4-41-5 (1975) to perform the duties of said office; and,

WHEREAS, NMSA 1978, Section 4-41-2(1865) provides that “[t]he sheriff shall be conservator of the peace within his county; shall suppress assaults and batteries, and apprehend and commit to jail, all felons and traitors, and cause all offenders to keep the peace and to appear at the next term of the court and answer such charges as may be preferred against them;” and,

WHEREAS, NMSA 1978, Section 4-41-8 (1905) requires that “[n]o person who may be under indictment or may be generally known as a notorious bad character, or as a disturber of the peace shall be eligible to serve as a deputy sheriff, and sheriffs are hereby prohibited from issuing commissions to such persons as deputy sheriffs, and it is hereby made the duty of the judge of the district court upon complaint being made that the provisions of this section have been violated to investigate the same, and if found to be true, such judge of the district court is hereby given authority to revoke any such commission given by any sheriff contrary to the provisions of this section.” and,

WHEREAS, NMSA 1978, Section 4-41-9 (1855) states that “said deputies are hereby authorized to discharge all the duties which belong to the office of sheriff, that may be placed under their charge: by their principals, with the same effect as though they were executed by the respective sheriffs; and,

WHEREAS, NMSA 1978, 4-41-10 (2006) provides in pertinent part that “[a]ny sheriff is hereby authorized at any time to appoint respectable and orderly persons as special deputies to serve any particular order, writ or process or when in the opinion of any sheriff the appointment of special deputies is necessary and required for the purpose of preserving the peace, and it shall not be necessary to give or file any notice of such special appointment; however, the provision authorizing the carrying of concealed arms shall not apply to such persons. Provided, no person shall be eligible to appointment as a deputy sheriff unless the person is a citizen of the United States of America;” and,

WHEREAS, NMSA 1978, Section 3-12-4 (1963) requires a municipality to maintain a “police officer” and NMSA 1978, Section 3-13-2 (1988) sets forth the duties of that municipal police officer(s); and,

WHEREAS, Sheriff Chadborn has determined that it is in the best interest of the inhabitants of Hidalgo County to issue a special deputy commission to select certified law enforcement employees of the City of Lordsburg in order to augment and supplement law enforcement in the County.

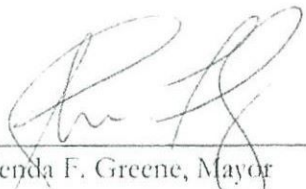
IT IS THEREFORE AGREED THAT:

1. This Agreement executed by Hidalgo County Commission, Sheriff Chadborn and the City of Lordsburg (“City”) for the issuance of a Hidalgo County Special Deputy Commission to named Certified Law Enforcement Officer(s) (“Officer”) of the City as Commissioned by the Sheriff on an individual basis.
2. All City police officers are eligible to be cross-commissioned. The decision of which Officers are issued a commission or the revocation of commissions shall be made jointly by the Sheriff and the City. The City’s Animal Control Officer and Code Enforcement Officer are not to be cross-commissioned.
3. This Special Deputy Commission grants the authority to the Officer(s) to perform all law enforcement duties within the boundaries of Hidalgo County.
4. The City certifies that the Officer(s) is a full-time employee of the City.
5. The City certifies that the Officer(s) is a New Mexico Certified Law Enforcement Officer pursuant to NMSA 1978, Section 29-7-1 *et seq.*
6. The City certifies that the Officer(s) is not under indictment or is not generally known as a bad character or disturber of the peace.
7. This Agreement shall terminate on December 31, 2026, or immediate upon written notification by either party for any reason or upon the expiration of Sheriff Chadborn’s term of office. This agreement may be terminated at anytime by any party upon providing one week notice to the other party. Commissioned Officers shall make all court appearances and take such other actions as are necessary to conclude cases pending on the date of termination.

8. The City agrees maintain proper training and supervision the Officer(s).
9. Hidalgo County agrees that it is solely responsible for the actions of the Officer(s) when acting as a special deputy pursuant to a commission issued by the Sheriff and that Hidalgo County and is responsible for any claims, demands, causes of action, damage, loss, obligations, or liabilities of any kind including but not limited to those for bodily injury, property damage, civil rights claims or public liability damage sustained or incurred as a result of, arising out of or relating to any actions by the Officer(s) when acting as a special deputy pursuant to a commission issued by the Sheriff. Hidalgo County agrees to defend and indemnify the City from and against any such claims to the fullest extent as permitted by law. The City and County agree to maintain liability insurance in the amount of no less than \$1,000,000.00 per occurrence to cover any actions of its employees acting under this Agreement and the City will provide a certificate of insurance to the County with the approval of this agreement.
10. No party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this agreement. Any liability incurred in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 *et seq.*, as the same may be amended from time to time. This agreement contains the understanding between the named parties, only and shall not create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise against the named parties, their officers, directors, employees, agents, representatives, attorney's, contractors, subcontractors, consultants, or advisors. The parties agree to cooperate with each other in the defense of any claim brought against a Commissioned Officer when acting as a special deputy pursuant to a commission issued by the Sheriff, through the provision of documents, witnesses, and other evidence.
11. The City agrees to immediately notify the Sheriff, in writing, upon the occurrence of any of the following events:
 - a. Separation of the Officer(s) from Employment with the City;
 - b. Suspension or Termination of the Officer's Law Enforcement Certification;
 - c. Is charged or convicted of any criminal offense, with the exception of a penalty misdemeanor traffic offense;
 - d. Has been served, either in an individual capacity or as an officer of the City Police Department, with a notice of intent to sue or has been sued for activities engaged in by the Commissioned Officer.
12. Commissioned Officer(s) are employees of the City and shall remain under the control and supervision of the City's Police Department; provided, however, that when acting under the Sheriff's jurisdiction, Commissioned Officers shall take supervision and direction from the incident commander or on-duty shift commander for the Sheriff's Office. By the fifteenth day of each month, City Police shall provide to the Sheriff's Office a log describing each warning, citation issued, complaint filed or arrest made pursuant to a Commission under this Agreement in the previous month.
13. Commissioned Officer(s) are not compensated employees of the Sheriff's Office or Hidalgo County. By the fifteenth day of each month, the City shall provide the County documentation

of . Within thirty days, Hidalgo County shall reimburse the City for all Commissioned Officers' compensation, employment benefits, and worker's compensation protection for time spent acting as a special deputy pursuant to a commission issued by the Sheriff, including court appearances related to such acts. In the event that a Commissioned Officer must be appointed an attorney, Hidalgo County shall provide such attorney at its own expense.

14. This Agreement shall not be amended except by an instrument in writing executed by both parties.
15. This Agreement shall not create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise, against any party or their officers, directors, officials, employees, agents, representatives, contractors, subcontractors, consultants or advisors.
16. The City is responsible for obtaining and returning an Officer's Special Deputy Commission Card upon the revocation of the Commission by the Sheriff or upon the separation of the office from the City.

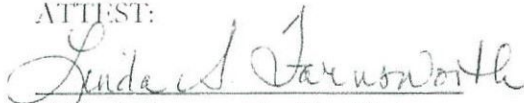


Glenda F. Greene, Mayor

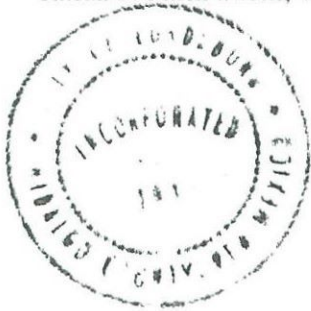
CITY OF LORDSBURG

4-19-23
Date

ATTEST:



Linda S. Farnsworth, City Clerk



HIDALGO COUNTY

BOARD OF COUNTY COMMISSIONERS

Tisha Green

Tisha Green, Manager
Pursuant to the authority delegated by the
County Commission at a meeting held
January 11, 2023

January 13, 2023
Date

SHERIFF

William E. Chadborn, Jr.

William Eugene Chadborn, Jr .

1/13/23
Date

ATTEST

Alyssa Esquivel
Alyssa Esquivel, Clerk



**MOU
BETWEEN CITY
OF
LORDSBURG
AND HIDALGO
COUNTY
(STONEGARDEN
GRANT)**

MEMORANDUM OF UNDERSTANDING
Between the
CITY OF LORDSBURG; LORDSBURG POLICE DEPARTMENT, NEW
MEXICO
And the
COUNTY OF HIDALGO, NEW MEXICO

THIS MEMORANDUM OF UNDERSTANDING is entered into by the City of Lordsburg, hereinafter referred to as the ("City") and the County of Hidalgo, NM, hereinafter referred to as the ("County").

1. **PURPOSE OF AGREEMENT:**

The County has received Federal Funding through the United States Department of Homeland Security "FY-22 Operation Stonegarden (OPSG)" grant (The "Stonegarden Grant"). The operation management and administration of Stonegarden Grant and this Agreement must be consistent with the Operation Stonegarden Supplemental Guidance document ("Stonegarden Guidance"), which is attached hereto as Attachment A and incorporated by reference. Funds from the Stonegarden Grant are allocated to eligible state and local law enforcement agencies. Stonegarden Grant funds applicable to this Agreement are provided to the City to provide enhanced law enforcement services in direct support of the United States Border Patrol and Customs Protection - El Paso Sector.

All expenditures for operational services expended by the City that comport with Operation Stonegarden and the Stonegarden Guidance document shall be reimbursed to the City by and through the County. The Stonegarden Guidance document now in existence, and as such document may be amended in the future, is the controlling document in the event that this Agreement is found to conflict with the Stonegarden Guidance document or create ambiguity in the application of the Stonegarden Grant.

2. **SCOPE OF WORK:**

Consistent with Stonegarden Grant, Stonegarden Guidance document and applicable law:

- A. The City will provide enhanced law enforcement services in the City's sole discretion direct support of the United States Border Patrol and Customs Protection under the guidelines of Operation Stonegarden.
- B. The allocation of manpower and resources will be at the discretion of the City through the approved operations orders submitted to and approved by the affected Border Patrol Station, area of responsibility ("AOR").

- C. The City will incur all initial expenses specified in the approved operations order and obtain monthly reimbursement from the County pursuant to the Stonegarden Grant and Stonegarden Guidance document as specified in Paragraph G of this Section.

- D. The County will receive per the Hidalgo County Sheriff's Department Operation Stonegarden Operations Order attached hereto as Attachment B, the amount of \$40,000.00 which is to be made available to the City between January 1, 2023 and December 31, 2023 for the following expenditures:

1. Operational Overtime in the amount of:	\$32,000.00
2. Fringe Benefits for Peace Officers in the amount of:	\$ 2,448.00
3. Vehicle Maintenance:	\$ 0.00
4. Equipment Maintenance:	\$ 0.00
5. Special Equipment in the amount of:	\$ 0.00
6. Fuel Cost:	\$ 5,552.00
7. Other Expenses:	\$ 0.00

- E. The City reserves the right to programmatically change funding amounts within categories pursuant to Stonegarden Guidelines.

- F. Pursuant to this agreement, Hidalgo County is the Fiduciary Agent for the Stonegarden Grant in Hidalgo County.

- G. Hidalgo County and the City agree to the following procedure to provide timely and accurate reimbursement of the specified funds to the City for all expenditures associated with Operation Stonegarden:
 - 1. The City will account for, invoice, and otherwise ensure accurate documentation of all expenditures involving funds pursuant to Operation Stonegarden.

 - 2. The Police Chief for Lordsburg PD will function as the Operational Commander for all City Stonegarden operations within Hidalgo County. The Chief/Grant Administrator for Lordsburg PD will maintain all expenditure documentation and activity reports related to the City's operational activity associated with Operation Stonegarden within Hidalgo County (Sec Article 8. Accountability of this MOU).

 - 3. The Chief/Grant Administrator will function as the City's Fiscal Agent and coordinate the reimbursement process for a City expenditures associated with Operation Stonegarden.

 - 4. The City will provide Hidalgo County with monthly reporting of expenditures and a request for reimbursement in the manner/format specified by the

County in order to facilitate accurate documentation of expenditures for reimbursement purposes.

5. The County will submit the City reimbursement request to the New Mexico Department of Homeland Security and Emergency Management within 5 days of receipt of the City request. Once approval for reimbursement is obtained and funds have been allocated from NMDHS to the County, the County will reimburse the City within 30 days of receipt of the funds from NMDHS.

H. The City and the County affirmatively state that each part is acting of its own accord and is not exercising joint powers.

3. **TERMS AND CONDITIONS:**

A. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

B. Any equipment acquired by the City through Operation Stonegarden funding to fulfill its responsibilities to Operation Stonegarden pursuant to this MOU shall remain the property of the City upon the completion of this MOU.

4. **AMENDMENT OF AGREEMENT:**

This Agreement shall not be altered, changed, or amended except by mutual agreement of and by instrument in writing executed by, the appropriate authorities of both the City and the County.

5. **TERM AND EXPIRATION OF AGREEMENT:**

This Agreement shall be in effect from **January 1, 2023** and shall expire on **December 31, 2023**, unless terminated in accordance herein with Section 6 below.

6. **TERMINATION OF AGREEMENT:**

A. This Agreement may be terminated by the City or the County, upon delivery of a notice in accordance herein with Section 9 below, and at least thirty (30) days prior to the intended date of termination, to the other party to this Agreement.

B. Termination shall neither nullify nor void any obligations required by the provision of this Agreement in effect prior to the termination thereof

7. **LIABILITY:**

By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and

limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended. This paragraph 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 federal, state, local or common law and the New Mexico Tort Claims Act. The departments and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

8. **ACCOUNTABILITY:**

During the term of this Agreement, and for a period not less than three (3) years thereafter, both the City and the County shall maintain accurate and complete records of any and all disbursements made, and furnishings and equipment or monies received by each party under the provisions of this Agreement; and, upon reasonable written request, each party shall make any such records available to the other party to the public, and to any federal, state or local authority during regular business hours.

9. **SUB-RECIPIENT MONITORING POLICY:**

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

10. **GRANT REQUIREMENTS AND AGREEMENTS (CONTINUED FROM SECTION 11 OF THE AWARD):**

- A. The performance period for this grant award is *January 1, 2023 through December 31, 2023*. Monies may not be obligated outside of this time period. An obligation occurs when funds are encumbered as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 45 days of the end of the performance period when the Final Progress Reports are due.
- B. The sub-recipient shall comply with the requirements and restrictions of the FY2022 Stonegarden Program Guidance, State Guidelines, and the State Homeland Security Strategy. By signing this obligating award document, the sub-recipient certifies it has read, understood and accepted these documents as binding.

- C. The signature of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and are eligible and allowable expenditures consistent with the grant guidelines for this project. The sub-recipients shall follow the financial management requirements imposed on them by DHSEM, which includes the requirements of U.S. Department of Homeland Security.
- D. The signature of the of the signatory officials on this award attests to Lordsburg PD understanding, acceptance, and compliance with Lobbying, Debarments, Suspension, and other responsibility matters; Drug-Free Workplace, Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant State or local funds. Federal funds must be used to supplement existing funds to augment program activities, and not replace those funds which have been appropriated in the budget for the same purpose.
- Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit.
- E. Lordsburg PD shall ensure the accounting system used allows for separation of fund sources. These grant funds cannot be commingled with funds from other federal, state, or local agencies, and each award is accounted for separately.
- F. Lordsburg PD shall comply with Federal Civil Rights Laws and Regulations: *Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990*. HIDALGO 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 support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.
- G. Lordsburg PD certifies that it has an Affirmative Action Plan/Equal Employment Opportunity Plan (for USDHS/DOJ grants). An EEOP is not required for recipients of less than \$25,000.00 or fewer than 50 employees.
- H. Lordsburg PD certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.
- I. It is the responsibility of HIDALGO COUNTY as the recipient of these federal funds to fully understand and comply with the requirements of:

- a) OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments at www.whitehouse.gov/omb/circulars/index.html
- b) OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments at www.whitehouse.gov/omb/circulars/index.html
- c) OMB Circular A-110 Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations at www.whitehouse.gov/omb/circulars/index.html
- d) OMB Circular A-21 Cost Principles for Educational Institutions at www.whitehouse.gov/omb/circulars/index.html
- e) OMB Circular A-122 Cost Principles for Non Profit Organizations at www.whitehouse.gov/omb/circulars/index.html
- f) OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations at www.whitehouse.gov/omb/circulars/index.html
- g) CFR Title 48 Federal Acquisition Regulations System Chapter 1 Part 31 Contract Cost Principles and Procedures
- h) OMB Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Incorporated into individual Federal agency's Code of Federal Regulations.
- i) OGO Financial Guide www.dhs.gov/dhspublic/interweb/assertlibrary/GrantFinancialManagementGuide.pdf
- j) New Mexico State Procurement Code <http://www.conwaygreene.com/nmsu/lpext.dll?f+templates&fn=main-h.htm&2.0>
- k) New Mexico Administrative Code Title 2-Public Finance <http://www.nmcpr.state.nm.us/NMAC/title02/title02.htm>

11. **NOTICES:**

Any notice required by this Agreement shall be given in writing to the contact persons designated herein. Notice shall be deemed effective when delivered personally to the contact persons, or three (3) business days after deposited, postage fully prepaid, registered or certified in an official receptacle of the U. S. Postal Service.

The contact person for the City shall be:

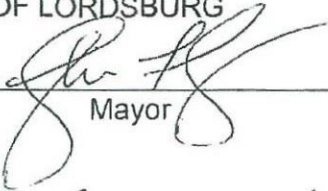
The Chief of Police
 Lordsburg, New Mexico
 404 Wabash Street
 Lordsburg, New Mexico 88045

The contact person for the County shall be:

The Sheriff of Hidalgo County
 720 E 2nd Street
 Lordsburg, New Mexico 88045

IN WITNESS WHEREOF, the parties have agreed to the terms and conditions indicated above and have executed this Agreement as of the date of the last signature below:

CITY OF LORDSBURG

BY 
Mayor

Date 4.19.23

Reviewed and Approved for Legal Sufficiency

BY 
Legal Counsel

Date 5/4/23

HIDALGO COUNTY

BY 
County Manager

Date March 8, 2023

BY COUNTY SHERIFF

Date March 8, 2023

Reviewed and Approved for Legal Sufficiency

BY 
Legal Counsel

Date March 8, 2023