AMENDED AGENDA

The following will be considered at the Regular Meeting of the Doña Ana County Board of County Commissioners to be held on Tuesday, July 22, 2025, at 9:00 AM in the Doña Ana County Commission Chambers, 1st Floor, Doña Ana County Government Center, 845 North Motel Boulevard, Las Cruces, New Mexico:

• **Invocation/Moment of Silence** : Diana Starbuck

• **Pledge of Allegiance**

• **Roll Call of Commission Members Present and Determination of Quorum**

COMMISSION CONVENES AS THE BOARD OF COUNTY COMMISSIONERS AND THE COUNTY BOARD OF FINANCE IN OPEN SESSION

• **CHANGES TO THE AGENDA:** Scott Andrews, County Manager.

• **CONSENT AGENDA:** The Board will be asked to approve by one motion the following items of recurring or routine business:

1.	Approve Amendment No. 2 to contract 24-013 with Ideal Option PLLC to add additional case management services to the scope of work and increase the contract amount by $78,615.00 for a new contract total of $159,855.00.	Jamie Michael, HHS Director
2.	Approve professional services purchase with AVAAP USA, LLC using ESC Region19 cooperative agreement for the amount of $216,000.00.	Kent English, IT Director
3.	Accept a Grant Award from the State of New Mexico Tourism Department in the amount of $5,440.00 for the Clean and Beautiful Grant Program with Resolution.	Christina Ainsworth, Community Development Director
4.	A resolution to move $100,000 from reserves to fund Emergency Medical Technician - Intermediate and Paramedic training for Dona Ana County Fire Rescue staff	Andrew Bowen, Interim Fire Chief Yvonne Feijoo, Deputy Fire Chief
5.	Resolution to establish a $100 fee for sewer availability inspections on the County wastewater system.	Stephen Lopez, Assistant County Manager
6.	Accept the Traffic and Criminal Software (TraCS) Program tenth amendment to grant agreement between the New Mexico Department of Transportation and the Doña Ana County Sheriff's Office in the amount of $340,000 and associated resolution.	Kim Stewart, Sheriff

7.	Accept Department of Homeland Security & Emergency Management Sub-Recipient Grant Agreement/Hazard Mitigation Assistance Grant Totaling $2,369,121.24 including Grant and Match funds for Construction of Mendez St. Pond in La Union	John Gwynne, Flood Director
8.	Approve the data systems maintenance invoice with Tyler Technologies contract #15-012 for the amount of $239,071.21 for the Assessor's and Treasurer's Office.	Eugenia Montoya Ortega, County Assessor
9.	Award project contract to Interior Solutions of New Mexico through New Mexico State Purchasing Agreement Contract #80-000-18-00056 in the amount of $418,898.07 to furnish and install a SpaceSaver Filing System at the New Bureau of Elections Facility, 2821 Las Vegas Ct.	Robert Herrera, Facilities & Services, Director Justin Weaver, Project Manager
10.	Resolution authorizing the Facilities & Services Department to submit the Operating Fund Grant application in the amount of $ $600,000 to the Department of New Mexico Board of Finance Emergency	Robert Herrera, Facilities & Services, Director Justin Weaver, Project Manager

• **EMPLOYEE RECOGNITION:** The Commission will recognize Doña Ana County employees for their years of service to Doña Ana County — Read by Deborah Weir, Assistant County Manager.

Name	Department	Years of Service
Yaksubely "Jackie" Villalobos-Cordero	Sheriff's	10
Captain Alfred Sanchez	Sheriff's	20
Olga Herrera	Facilities & Services	20
Nasreen Nelson	Finance	17 (Retirement)
Rima Perez	Finance	18 (Retirement)
Raquel Quiroga	Finance	26 (Retirement)

• **PUBLIC INPUT**

• **COMMISSION INPUT**

• **COUNTY ELECTED OFFICIALS' INPUT**

• **STAFF INPUT**

• **COMMISSION-APPOINTED BOARD REPORT BACKS**

• **PRESENTATIONS**

11.	FY2025 Internal Audits Update	Ernest Budden, Internal Auditor
12.	Rodney Crain Presenting for MGT	Meg Haines, Human Resources Director

13.	Dona Ana County's Cybersecurity Posture: Current State, Risks, and the Road Ahead	Anthony DuBose Cybersecurity Administrator

• **MINUTES**

14.	Regular Meeting Minutes for July 08, 2025	Brandi Delgado, Administrative Assistant

• **APPROVALS**

15.	Approve a Resolution to Rescind Doña Ana County Resolution 2018-25-Prayer Approval	Shannon Reynolds, Commissioner, District 3
16.	Approve allocation of $187,000.00 via a grant program to CRRUA for the purpose of repairing or replacing fire hydrants in the Santa Teresa unincorporated areas and Industrial Park; Authorizes County Manager to establish a grant program, criteria, and to sign related documents	Stephen Lopez, Assistant County Manager
17.	Approval of Memorandum of Understanding (MOU) for Wage Increase – Courthouse Security Union	Cari Neill, Interim County Attorney

• **HEARINGS and ORDINANCES**

18.	Hearing on Resolution to raise solid waste collection fees	Stephen Lopez, Assistant County Manager
19.	Approve Thyssenkrupp Materials N.A. Local Economic Development Act (LEDA) Project Ordinance for an award of up to $500,000.	Denisse Carter, Economic Development Administrator

• **COMMISSION INPUT (FOLLOW-UP)**

• **CORRESPONDENCE**

20.	Correspondence received by Doña Ana County.	Brandi Delgado, Administrative Assistant

THE COMMISSION MAY CONVENE IN CLOSED SESSION, The Board may convene in closed session regarding a limited personnel matter, the purchase, acquisition or disposal of real property and water rights, to discuss information that is covered by attorney-client privilege pertaining to threatened or pending litigation, as authorized by the Open Meetings Act Section 10-15-1(H)(2), (7), and (8) (NMSA 1978).

THE COMMISSION MAY CONVENE IN OPEN SESSION to take action, if any, on the closed session items

COMMISSION ADJOURNS AS THE BOARD OF COUNTY COMMISSIONERS AND THE COUNTY BOARD OF FINANCE IN OPEN SESSION

THIS AGENDA IS SUBJECT TO CHANGE

NOTE: Doña Ana County will ensure effective communication with individuals with disabilities and will, upon request, provide auxiliary communication aids and services to afford those individuals equal opportunity for participation in Doña Ana County sponsored meetings, events, or activities. Any request should be made to the Americans with Disabilities Act Coordinator, in writing, or by phone, **at least two business days** prior to the event at which accommodation is needed. If you have any questions regarding examples of reasonable accommodations, please contact the ADA Coordinator, at 525-5878 (voice) or 525-2951 (TTY), 845 N. Motel Blvd., Las Cruces, NM 88007.

Spanish language interpretation services are now available upon request for participation in Doña Ana County sponsored meetings, events, or activities. Please contact the Community & Constituent Services Office at 525-6163, at least 48 hours prior to the event. **Por favor en contacto la Oficina de Servicio a la Comunidad y Constituyentes 525-6163 por lo menos 48 horas por adelantado para pedir este servicio.**

AGENDA ENMENDADA

Lo siguiente se considerará en la Reunión Ordinaria de la Junta de Comisionados del Condado de Doña Ana que se llevará a cabo el martes 22 de julio de 2025 a las 9:00 a. m. en la Sala de la Comisión del Condado de Doña Ana, 1.er piso, Centro de Gobierno del Condado de Doña Ana, 845 North Motel Boulevard, Las Cruces, Nuevo México:

• **Invocación / Momento de Silencio**: Diana Starbuck

• **Juramento a la bandera**

• **Pase de lista de miembros de la Comisión presentes y determinación del quórum**

LA COMISIÓN SE REÚNE COMO LA JUNTA DE COMISIONADOS DEL CONDADO Y LA JUNTA DE FINANZAS DEL CONDADO EN SESIÓN ABIERTA

• **CAMBIOS EN LA AGENDA:** Scott Andrews, Administrador del Condado.

• **AGENDA DE CONSENTIMIENTO:** Se solicitará a la Junta que apruebe mediante una moción los siguientes puntos de asuntos recurrentes o de rutina:

1.	Aprobar la Enmienda No. 2 al contrato 24-013 con Ideal Option PLLC para agregar servicios adicionales de gestión de casos al alcance del trabajo y aumentar el monto del contrato en 78,615.00 dólares para un nuevo total de contrato de 59,855.00 dólares.	Jamie Michael, Directora del HHS
2.	Aprobar la compra de servicios profesionales con AVAAP USA, LLC utilizando el acuerdo de cooperación ESC Región 19 por la cantidad de 216,000.00 dólares.	Kent English, Director de TI
3.	Aceptar una subvención del Departamento de Turismo del Estado de Nuevo México por un monto de 5,440.00 dólares para el Programa de Subvenciones Clean and Beautiful con Resolución.	Christina Ainsworth, Directora de Desarrollo de la Comunidad
4.	Una resolución para transferir $100,000 de las reservas para financiar la capacitación de Técnicos Médicos de Técnicos Médicos de Emergencia (Intermedio) y Paramédicos para el personal de Bomberos y Rescate del Condado de Doña Ana.	Andrew Bowen, Jefe de Bomberos Interino Yvonne Feijoo, Jefa de Bomberos Adjunta
5.	Establecer una tarifa de 100 dólares para las inspecciones de disponibilidad de alcantarillado en el sistema de aguas residuales del Condado.	Stephen López, Administrador Asistente del condado

6.	Aceptar la décima enmienda del Programa de Software de Tráfico y Criminal (TraCS) para otorgar el acuerdo entre el Departamento de Transporte de Nuevo México y la Oficina del Sheriff del Condado de Doña Ana por un monto de 340,000 dólares y la resolución asociada.	Kim Stewart, Alguacil
7.	Aceptar el Acuerdo de Subvención para Subreceptores / Subvención de Asistencia para Mitigación de Riesgos del Departamento de Seguridad Nacional y Gestión de Emergencias por un total de 2,369,121.24 dólares, incluidos los fondos de subvención y de contrapartida para la construcción del estanque de la calle Méndez en La Unión.	John Gwynne, Director de Inundaciones
8.	Aprobar la factura de mantenimiento de los sistemas de datos con el contrato n.° 15-012 de Tyler Technologies por un monto de 239,071.21 para la Oficina del Tasador y Tesorero.	Eugenia Montoya Ortega, Asesora del Condado
9.	Adjudicar el contrato del proyecto a Interior Solutions of New Mexico a través del contrato de compra del estado de Nuevo México n.° 80-000-18-00056 por un monto de 418 898,07 dólares para proporcionar e instalar un sistema de archivo SpaceSaver en las nuevas instalaciones de la Oficina Electoral, 2821 Las Vegas Ct.	Roberto Herrera, Instalaciones y Servicios, Director Justin Weaver, Gerente de proyecto
10.	Resolución que autoriza al Departamento de Instalaciones y Servicios a presentar la solicitud de Subvención del Fondo Operativo por un monto de 600,000 dólares a la Junta de Finanzas del Departamento de Emergencia de Nuevo México.	Roberto Herrera, Instalaciones y Servicios, Director Justin Weaver, Gerente de proyecto

• **RECONOCIMIENTO A LOS EMPLEADOS:** La Comisión reconocerá a los empleados del Condado de Doña Ana por sus años de servicio al Condado de Doña Ana. Leído por Deborah Weir, Administradora Asistente del Condado.

Nombre	Departamento	Años de servicio
Yaksubely Villalobos-Cordero	Departamento del Alguacil	10
Capitán Alfred Sanchez	Departamento del Alguacil	20
Olga Herrera	Departamento de Instalaciones y Servicios	20
Nasreen Nelson	Departamento de Finanzas	17 (Jubilación)
Rima Perez	Departamento de Finanzas	18 (Jubilación)
Raquel Quiroga	Departamento de Finanzas	26 (Jubilación)

• **OPINIÓN PÚBLICA**

• **APORTES DE LA COMISIÓN**

• **APORTES DE LOS FUNCIONARIOS ELEGIDOS DEL CONDADO**

• **APORTACIONES DEL PERSONAL**

• **INFORME DE LA JUNTA DESIGNADA POR LA COMISIÓN**

• PRESENTACIONES

11.	Actualización de auditorías internas del año fiscal 2025	Ernest Budden, Auditor interno
12.	Rodney Crain presentando para MGT	Meg Haines, Directora de Recursos Humanos
13.	La postura de ciberseguridad del condado de Doña Ana: estado actual, riesgos y el camino a seguir	Anthony DuBose, Administrador de ciberseguridad

• MINUTOS

14.	Acta de la Reunión Ordinaria del 8 de julio de 2025	Brandi Delgado, Asistente Administrativa

• APROBACIONES

15.	Aprobar una Resolución para Rescindir la Resolución 2018-25-Oración de Aprobación del Condado de Doña Ana	Shannon Reynolds, Comisionado del Distrito 3
16.	Aprobar la asignación de 187,000.00 dólares a través de un programa de subvenciones a CRRUA con el propósito de reparar o reemplazar hidrantes contra incendios en las áreas no incorporadas y el Parque Industrial de Santa Teresa; Autoriza al Administrador del Condado a establecer un programa de subvenciones, criterios y firmar documentos relacionados.	Stephen López, Administrador asistente del condado
17.	Aprobar Memorando de entendimiento para el aumento salarial del Sindicato de Seguridad de los Tribunales	Cari Neill, Abogada interina del condado

• AUDIENCIAS Y ORDENANZAS

18.	Audiencia sobre Resolución para aumentar tarifas de recolección de residuos sólidos	Esteban López, Administrador asistente del condado
19.	Aprobar la Ordenanza del Proyecto de la Ley de Desarrollo Económico Local (LEDA) de Thyssenkrupp Materials N.A. para una adjudicación de hasta 500,000 dólares.	Denisse Carter, Administradora de Desarrollo Económico

• APORTES DE LA COMISIÓN (SEGUIMIENTO)

• **CORRESPONDENCIA**

20. Correspondencia recibida por el Condado de Doña Ana. Brandi Delgado, Asistente Administrativa

LA COMISIÓN PUEDE REUNIRSE EN SESIÓN CERRADA. La Junta puede reunirse en sesión cerrada sobre un asunto de personal limitado, la compra, adquisición o disposición de bienes inmuebles y derechos de agua, para discutir información que esté cubierta por el privilegio abogado-cliente en relación con litigios amenazados o pendientes, según lo autorizado por la Ley de Reuniones Abiertas, Sección 10-15-1(H)(2), (7) y (8) (NMSA 1978).

LA COMISIÓN PODRÁ REUNIRSE EN SESIÓN ABIERTA para tomar medidas, si las hubiere, sobre los temas de la sesión cerrada.
LA COMISIÓN CIERRA SU SESIÓN COMO LA JUNTA DE COMISIONADOS DEL CONDADO Y LA JUNTA DE FINANZAS DEL CONDADO EN SESIÓN ABIERTA

ESTA AGENDA ESTÁ SUJETA A CAMBIOS

NOTA: El Condado de Doña Ana garantizará una comunicación eficaz con las personas con discapacidad y, previa solicitud, proporcionará ayudas y servicios de comunicación para brindarles igualdad de oportunidades de participación en las reuniones, eventos o actividades patrocinadas por el Condado de Doña Ana. Cualquier solicitud debe dirigirse al Coordinador de la Ley de Estadounidenses con Discapacidades (ADA), por escrito o por teléfono, **al menos dos días hábiles** antes del evento en el que se requiera la adaptación. Si tiene alguna pregunta sobre ejemplos de adaptaciones razonables, comuníquese con el Coordinador de la ADA al 525-5878 (voz) o al 525-2951 (TTY), 845 N. Motel Blvd., Las Cruces, NM 88007.

Los servicios de interpretación en español ahora están disponibles a pedido para participar en reuniones, eventos o actividades patrocinadas por el condado de Doña Ana. Comuníquese con la Oficina de Servicios Comunitarios y Constituyentes al 525-6163, al menos 48 horas antes del evento. **Por favor ponerse en contacto con la Oficina de Servicio a la Comunidad y Constituyentes al 525-6163 por lo menos 48 horas por adelantado para pedir este servicio.**

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
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Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Health and Human Services Department **Initiating Department**	July 22, 2025 **Meeting Date**
Jamie Michael, HHS Director **Contact Person**	1 **Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

APPROVE AMENDMENT NO. 2 TO CONTRACT 24-013 WITH IDEAL OPTION PLLC TO ADD ADDITIONAL CASE MANAGEMENT SERVICES TO THE SCOPE OF WORK AND INCREASE THE CONTRACT AMOUNT BY $78,615.00 FOR A NEW CONTRACT TOTAL OF $159,855.00.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

The Board is requested to approve Amendment No. 2 to contract 24-013, which was procured through RFP 23-0024, between Doña Ana County and Ideal Option PLLC. This amendment will increase the contract amount by $78,615.00, bringing the new total to $159,855.00 for fiscal year 26. Additionally, the Board is asked to delegate signature authority to the County Manager for all related documents, including invoices, contracts, grants, budgets, amendments, change orders, and any other relevant materials.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
24-013 Ideal Option R2A2

SUMMARY OF FINANCIAL IMPACT

This amendment will increase Ideal Option PLLC contract 24-013 by $78,615.00, bringing the new contract total to $159,855.00. This increase will be funded through the GR000613 FY26 MOU- Competency Diversion Pilot Program.

ADMINISTRATIVE REVIEW AND APPROVAL

Gloria Maldonado, Administrative Assistant	Created/Initiated - 7/9/2025
Norberto Godina, Program Ops, Division Manager	Approved - 7/10/2025
Jamie Michael, HHS Director	Approved - 7/10/2025
Asma Dawood, Finance Director	Approved - 7/10/2025
Michael Perez, Purchasing Manager	Approved - 7/11/2025
Deborah Weir, Assistant County Manager	Final Approval - 7/11/2025

DOCUMENT CONTROL

For Signature: Yes	**For Recording:** No	**Deadline for Return:**

Doña Ana County

Health and Human Services

Executive Summary

Meeting Date: July 22, 2025

Agenda Item Title: Approve Amendment No. 2 to contract 24-013 with Ideal Option PLLC to add additional case management services to the scope of work and increase the contract amount by $78,615.00 for a new contract total of $159,855.00.

Overview:

The Board is requested to approve Amendment No. 2 to Contract 24-013, which was procured through RFP 23-0024 with Ideal Option PLLC. This amendment will expand the scope of work to include additional case management services and increase the total contract amount by $78,615.00, resulting in a new total of $159,855.00.

The Third Judicial District Court has awarded $78,615.00 to Doña Ana County through a Memorandum of Understanding (MOU) involving the Administrative Office of the Courts (AOC), the Third Judicial District Court, and Doña Ana County. This funding will support a Forensic Navigator position for the Competency Diversion Pilot Program.

The addition of the Forensic Navigator role will enhance the case management services provided under the current contract (24-013) with Ideal Option PLLC, increasing the annual contract amount from $81,240.00 to $159,855.00.

These funds are non-reoccurring and must be expended before June 30, 2026.

Additionally, the Board is asked to delegate signature authority to the County Manager for all related documents, including invoices, contracts, grants, budgets, amendments, change orders, and any other pertinent documents.

Action:

Approved contract amendment for Ideal Option PLLC to increase the contract by $78,615.00 which will allow the County to expend the funds in accordance with the MOU for the Competency Diversion Pilot Program.

SECOND AMENDMENT

TO THE CONTRACT BETWEEN DOÑA ANA COUNTY AND *IDEAL OPTION PLLC*

This Second Amendment to Contract No. **24-013** is made and entered into by and between Doña Ana County (hereinafter the "**County**") and Ideal Option PLLC (hereinafter the "**Contractor**") and collectively referred to as the "Parties" to amend the contract to add additional services to the scope of work. The annual contract amount will increase by $78,615.00 for a new contract total of $159,855.00.

WHEREAS, the Parties entered into the contract to provide intensive case management for adults involved or at risk of involvement in the criminal justice system in Doña Ana County; and

WHEREAS, pursuant to **ARTICLE 6 – AMENDMENTS,** the County desires to amend the contract to add additional staffing as part of the Competency Diversion Pilot Program through a Memorandum of Understanding (MOU) between the Administrative Office of the Courts, the Third Judicial District Court, and Doña Ana County Government. Contractor will be funded an additional $78,615.00 for a Forensic Navigator Peer Support Specialist effective July 1, 2025 to June 30, 2026 and may be extended annually through the MOU; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is hereby mutually agreed upon as follows:

1. **Section I, Pre-GRT, Total Annual Charges to this contract may not exceed:** is amended to increase the annual contract by $78,615.00 from $81,240.00 to $159,855.00.

2. **Section II, Attachment A, II. SCOPE OF SERVICES, B. Delivery of Services** is hereby revised to add the following services:

   22. Dedicate 1 FTE Forensic Navigator Peer Support Specialist for the Competency Diversion Pilot Program and adhere to the list of job duties below:

   ▪ Provide non-clinical professional and specialized support services to clients to assist them in successfully navigating the intersection between Criminal Justice, behavioral health, and the Community Resource system.
   ▪ Meet with, interview, and observe clients, assess needs, identify barriers to accessing community resources, and develop strategies to overcome them.
   ▪ Collaboratively develop a client's navigation plan and support system to meet identified and ongoing needs; work closely with clients, clinical treatment programs and resources,

client’s case manager, and/or social worker. Court services, community service providers, and court staff, including pretrial services officers / Treatment court officers.
▪ Support and guide clients through their developed navigation plan.
▪ Guide clients through the process of defining personal goals for clients' recovery plans using existing evidence-based workbooks or person-centered planning tools.
▪ Provide orientation to individuals regarding the process of their treatment when they begin accessing services.
▪ Notify the program manager/Judge of gaps in progress in the treatment plan.
▪ Coach clients to transition from a professionally directed navigation plan to a self-directed recovery plan, provide support in the development of their plans, assist in accessing resources, and evaluate progress. Notifies the team of the client/participant’s progress toward navigation plan goals.
▪ Meet clients regularly (Outside of court) to assist them with connections to potential supportive services in the community, such as housing, mental health, and substance abuse treatment. Supported employment services and community-based case management services, monitor progress, and identify new or potential barriers.
▪ Transport participants to intake and appointments as needed.
▪ Serve as a consistent point of contact for participants as they navigate the various levels of Criminal Justice and Behavioral Health and substance abuse treatment introductions and warm handoffs to new agencies and providers. Serve as a bridge between the client and the community.
▪ Explore clients/participants' educational, family, criminal, employment, and social background and previous treatment engagement.
▪ Serve as a liaison between the Criminal Justice and Behavioral Health systems, assisting justice system partners in understanding the client's potential service needs and options.
▪ Conduct most of their work in the community, identifying and supporting linkages to community resources, clinical and supportive services that support the recovering client's goals and interests, and that might support placement in outpatient restoration, diversion, or some combination of these programs.
▪ Provide information and support to clients and encourages their development of community networks and activities relating to community integration.
▪ Attend monthly staff meetings either in person or online, or in the community, attends committee meetings, and court hearings at the direction of the Program Manager.
▪ Adhere to agency and program-specific policies and procedures.
▪ Utilize court software (ODYSSEY)(DIMS) to enter and conduct background reviews for participants.
▪ Follow courthouse security procedures while working in the Competency Diversion Program either at the Third Judicial District or Magistrate court level. Interact professionally with courthouse personnel such as judges, court managers, program managers, peer support staff, and clerks' offices.
▪ Conduct background reviews to determine participant eligibility.
▪ Stay in contact with participants and remains available to clients for support, questions, and/or emergencies. Provides crisis intervention support to clients when they need immediate assistance.
▪ Develop relationships with community groups/agencies in partnership with the center.
▪ Manage assigned caseload.
▪ Prepare detailed written reports.
▪ Track engagement in DIMS.
▪ Help clients develop motivation and confidence to engage in attitudes and activities that

promote health and wellness.
▪ Maintain appropriate boundaries in a variety of settings and situations and be able to establish a trusting relationship with peers and staff.
▪ Understands the impacts of trauma and response to trauma, demonstrating sensitivity and acceptance of individual experiences.

3. **Section II, Attachment A, II Scope of Services, C. Deliverables and Reporting Requirements:** is hereby deleted in its entirety and replaced with the following table:

Item	Deliverable	Due Date (s)
1. Outreach/Engagement	Peer engagement, Outreach, and Engagement (connect with participants at least once a week)	Due by the 15th of each month following contract execution.
2. Care Coordination	Screening, planning, and care coordinating services for participants	Due by the 15th of each month following contract execution.
3. Program Related Activities	• Collaborate with evaluators • Attend program related team meetings and trainings	Due by the 15th of each month following contract execution.
4. Program Administration	Submit monthly reports that include progress reports	Due by the 15th of each month following contract execution.
5. Forensic Navigator Peer Support Specialist	Submit monthly reports that include progress reports	Due by the 15th of each month following contract execution until termed.

4. **Section II, Attachment B, III, A. Service/Item Contract Amount:** is hereby deleted in its entirety and replaced with the following table:

Service Description	Unit Value of Service	# of Units of Service to Be Provided	Total Annual Value
1. Outreach/Engagement	$25.00	2,400	$60,000.00
2. Care Coordination	$30.00	600	$18,000.00
3. Program Related Activities	$30.00	72	$2,160.00
4. Program Administration	$45.00	24	$1,080.00
5. Forensic Navigator Peer Support Specialist	$6,551.25 per month	12	$78,615.00
TOTAL VALUE NOT TO EXCEED			**$159,855.00**

5. That all other terms and conditions of the original contract, amendments, and renewals, that are not inconsistent herewith, remain in full force and effect.

This Amendment shall be effective when signed by both parties below or in counterpart, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes of an ink-signed original.

DOÑA ANA COUNTY	**IDEAL OPTION PLLC**
By: Scott Andrews County Manager	By: Michael Nabielec Chief Financial Officer
Date:	Date: 06.16.2025

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

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Information Technology Department **Initiating Department**	July 22, 2025 **Meeting Date**
Kent English, IT Director **Contact Person**	2 **Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

APPROVE PROFESSIONAL SERVICES PURCHASE WITH AVAAP USA, LLC USING ESC REGION19 COOPERATIVE AGREEMENT FOR THE AMOUNT OF $216,000.00.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

The IT Department requests approval to use ESC Region19 Contract 25-7516 with AVAAP for the purchase of Workday Certified Resources and Workday Support services for the amount of $216,000.00. The Commission is asked to delegate signature authority to the County Manager on change orders and documents related to this agreement.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
AVAAP Statement of Work
ESC Region19 Contract

SUMMARY OF FINANCIAL IMPACT

This purchase will be made out of ARPA funds in the amount of $216,000.00

ADMINISTRATIVE REVIEW AND APPROVAL

Gloria Maldonado, Administrative Assistant	Created/Initiated - 7/18/2025
Kent English, IT Director	Approved - 7/18/2025
Asma Dawood, Finance Director	Approved - 7/18/2025
Deborah Weir, Assistant County Manager	Final Approval - 7/18/2025

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County

Information Technology Department

Executive Summary

Meeting Date: July 22, 2025

Agenda Item Title: Approve professional services purchase with AVAAP USA, LLC using ESC Region19 cooperative agreement for the amount of $216,000.00.

Overview:

The IT Department requests approval to use ESC Region19 Contract 25-7516 with AVAAP for the purchase of Workday Certified Resources and Workday Support services for the amount of $216,000.00. AVAAP will provide a Workday Certified Engagement Manager to oversee the project execution and manage the necessary consultant resources for Workday. The Commission is asked to delegate signature authority to the County Manager on change orders and documents related to this agreement.

Workday Roles	*Total*
AMS Consultant(s)	$173,940
Engagement Manager	$25,935
Estimated Tax	16,125.00
Total	**$216,000.00**

Statement of Work

This Statement of Work ("SOW") is subject to all terms and conditions of the Master Services Agreement ("MSA") between Avaap USA LLC ("Avaap") and Client (defined in table below). All terms of the MSA are incorporated herein by this reference. Terms not defined in this SOW are defined in the MSA and form an integral part of the same. In the event of a conflict between the terms of the MSA and the terms of this SOW, the terms of the MSA shall control unless specific terms of this SOW are expressly intended to modify specific inconsistent terms of the MSA, in which case, such modification shall be valid only for this particular SOW.

Client	**Doña Ana County**
MSA Date	**7/26/24**
SOW #	**4**
Project Name	**Doña Ana County AMS Quarterly Subscription Renewal 2025-2026 – Utilizing ASC ESC19 Contract 25-7516**

Responsible Parties

For this project effort, the following individuals will be responsible for all communication, deliverables, and accountable to their respective organizations in meeting the terms of this SOW.

Avaap Account Executive		Client Project Sponsor	
Name:	Russell Parker	Name:	Kent English
Phone:	303-570-0670	Phone:	(575) 525-5910
E-mail:	Russell.parker@avaap.com	E-mail:	kente@donaanacounty.org

1. AMS Lifeline Hours Scope

Avaap will provide Avaap Consultant(s) who are Workday Certified Resource(s) in accordance with this SOW to provide the following Workday Support Services for Client:

Workday Support Services	
Standard Lifeline Support	Client's bucket of Lifeline Hours is flexible and can be used to support the following across HCM, Financials and Student: • Workday Support and Troubleshooting • Break-Fix • New Functionality Review • Workday Solution Optimization • Reconfiguration Support
Release Management	Avaap Consultants can provide the following services to support the two (2) Workday Releases each year: • Preparation Guide/Data Sheet including list of audit reports Client needs to run, key dates associated with Release Drops, Release Checklist, Preview Testing and Post- Feature Release Checklists • Detailed showcase of specific release features requested by Client • Change Impacts to Workday tenant • Personal Review per Release for selected major SKUs
Integrations	Ongoing and new integrations needs: • Integrations Health Check • Monitoring Health of Integrations • Integrations Development (EIB and Studio) • Deployment of Integrations into Production Tenant

Workday Support Services	
Reporting	Reporting needs across HCM, Financials, Student, Adaptive and System Administration: • Report Development • Report Reviews • Prism • Advanced Reporting (e.g. BIRT)
Knowledge Transfer for Functional Users	Knowledge transfer via system walkthroughs, integration reviews, bi-annual release support including regression testing & configuration updates and other activities to help Client better understand its existing Workday tenant setup or tasks scheduled for deployment.
Testing Services	Avaap Consultants can be engaged in the following services: • Debugging • Regression testing • Review of configuration/integrations prior to deployment to production
Specialized Services	Avaap can provide services related to more recent technology solutions: • Extend • Strategic Sourcing • Peakon • PEX for Platform

Additional Support Services	
Advisory Services (non-Workday certified)	Lifeline Hours can be positioned to support strategic activities including the following: • Strategic Road mapping • Organizational Change Management Services for End Users (Employees and Managers) ○ Job Aides, Micro-Videos • Governance: SDM Support Model, Change Control Process, Case Management • Plan for on-going Workday training rolled into overall corporate training program(s) • Documentation of Business Processes • *Note: Advisory Consultants are not Workday-certified*

Any activity not listed above can be discussed with the Engagement Manager to determine whether it will fit the scope of the Lifeline Support Services. Avaap and Client will identify the necessary activities to be performed to best meet Client's needs. Hours may also be purposed for Avaap Advisory services but may be billed at a different rate.

2. Managed Services

Avaap will provide a Workday Certified Engagement Manager ("Account Manager") to oversee the services performed and manage the necessary resources.

Managed Services Activities	
Onboarding Activities	• Onboarding Documentation • Completion of Customer Support Workbook to facilitate Knowledge Transfer with AMS Consultants • Review of Outstanding Project Activities from Implementation
Client Engagement	• Ticketing Setup and Training • Customer Kickoff Meeting • Bi-weekly Client Meetings • Proactive Release Guidance and Planning with Client • Ticket Management and Escalation Management • Proactive Year End Guidance and Planning with Client • Financial Reporting • Quarterly Review including Trend Analysis • Annual Account Reviews
AMS Project Lead and Oversight	• Leadership Oversight to Consultants for issue resolution and SLA monitoring

3. Lifeline Hours Process

Avaap utilizes a ticketing system to capture all requests for post-production support. Unless otherwise agreed upon, Client will provide a list of users who will be permitted to submit tickets on behalf of Client. Use of this tool provides transparency to all tickets submitted on behalf of Client, along with an auditable trail of conversations, testing, and issue resolution.

The Account Manager will work with Client to manage the cases and tasks assigned to Avaap. The Account Manager will help prioritize and allocate the necessary resources to complete the task within the predetermined due date. Avaap Consultants will help Client understand the estimate of time necessary to complete the task. Once authorized by Client, Avaap will build a prototype of the changes for testing and acceptance.

4. Acceptance

Once completion and approval of system testing within the Sandbox tenant is achieved, migration to the Production tenant will occur, constituting acceptance and completion of any work billed under the authorization of this SOW.

5. Assumptions

- Client will provide access to the Production Workday tenant as required to complete the deployment of the scope of this SOW.
- Client will provide access to a Workday Implementation Tenant where Avaap can implement an initial builds/loads prior to deployment to Sandbox or Production tenants.
- Client will be expected to carry out and establish all the detailed testing scenarios for deployed functionality or integrations.
- Avaap may require up to five (5) days to assign Workday Certified resources for cases assigned.

6. Pricing and Payment Terms

(a) Except as otherwise specifically provided below, all services provided hereunder are provided on a time and materials basis. Estimated time and costs listed in this SOW represent an estimate only. Actual Project time and cost may vary from the estimates provided.

(b) Avaap Consultants are anticipated to support Client and work approximately 85.4 hours per month with the exceptions of national holidays. For each calendar month, the Account Manager will perform a check at mid-month on the number of hours worked and notify Client on the burn rate for the month.

(c) If it appears Client will exceed an average of 85.4 hours per month, the Account Manager will call this out and ask Client project sponsor if Avaap is authorized to work beyond the planned for 85.4 hours.

(d) The hourly rate(s) for the Avaap Consultant(s) is as follows for a 1-year contract period:

Workday Roles	*Estimated Hours*	*Hourly Rate*	*Total*
AMS Consultant(s)	892	$195	$173,940
Engagement Manager	133	$195	$25,935
Total	**1,025**		**$199,875**

(e) All Services will be invoiced per the terms of the MSA.

(f) The term of this SOW will be 7/1/2025 – 6/30/2026.

(g) Travel and out-of-pocket expenses are not included in the fees stated herein and will be invoiced per the MSA.

(h) All amounts are in US Dollars unless otherwise specified. Totals below are exclusive of any relevant sales, excise or other taxes.

7. Location of Services

Unless otherwise mutually agreed upon, Client acknowledges that the Services set forth in this SOW will be delivered remotely.

8. Resources

Avaap has the discretion to change out key resources with a minimum of 30 days written notice, provided, however, Client acknowledges that a shorter notice period may be required because of a resource leaving Avaap or if a resource is otherwise unable to perform the role.

IN WITNESS WHEREOF, Avaap and Client have caused this Statement of Work to be executed and delivered by their respective duly authorized representatives as of the date set forth below.

Dona Ana County		**Avaap USA, LLC**	
By:	______________________	By:	______________________
Name:	______________________	Name:	______________________
Title:	______________________	Title:	______________________
Date:	______________________	Date:	______________________

EDUCATION SERVICE CENTER REGION 19 ALLIED STATES COOPERATIVE
RFP AWARD SUMMARY

RFP TITLE:	Non-Instructional Setting - Administrative, Consulting, Management, and Training Services (Supplemental) - ESC Region 19 Allied States Cooperative
RFP NUMBER:	25-7516
RFP OPENING DATE:	March 4, 2025
CONTRACT TERM:	Date of award until April 30, 2026, with 3 annual extension options.
FUNDING SOURCE:	Various
RFP's ISSUED:	2160
RESPONSES:	17
ADVERTISEMENT DATES:	El Paso Times – February 3, 2025 & February 10, 2025
RECOMMENDED FOR AWARD:	**Adams Consulting Tower (MWBE); (SBE)** **Avaap (Avaap U.S.A. LLC)** **BNX Financial Solutions, LLC dba BNX Business Advisors (MWBE); (SBE)** **Charles E. Black Jr. & Assoc. Inc.** **Kellogg & Sovereign Consulting (Sigma Technology Fund); Sigma Technology Fund, LLC. dba Kellogg & Sovereign Consulting** **The Gordian Group; The Gordian Group Inc.** **Turner & Towsend Heery, LLC** **Walsh Gallegos Trevino Russo & Kyle P.C. (Walsh Gallegos Kyle Robinson & Roalson P.C.)** **YIIU (Kristal Eley LLC)**
TOTAL (estimated)	**$350,000.00/year**

EXPLANATIONS:

Award of this solicitation will enable ESC Region 19 - Allied States Cooperative (ASC) to establish a contract with vendor(s) for Non-Instructional Setting - Administrative, Consulting, Management, and Training Services for those procurements made with federal, state or local funds. Evaluation and award recommendation were based on 70% pricing and 30% references. Candor Consulting and Diagnostics, LLC. submitted a proposal however was not considered; vendor does not meet the scope of work and "no bid" all items. Crowning Point, LLC, Empowering Writers, LLC., and Rev it Up! Consulting Group (Rev it Up! Consulting Group, LLC), submitted a proposal however were not considered; vendors are already awarded on an existing contract. eSpecial Needs (Carrie A. Kouri), Sun City Massage & Wellness (Sun City Massage, LLC), and Valley Speech Language and Learning Center submitted a proposal however were not considered; vendors do not meet the scope of work. ReUp Education, Inc. (ReUp) withdrew their submittal. The awarded vendors' pricing and information can be found on the Award Detail spreadsheet.

SPECIFICATIONS, PREPARATION AND EVALUATION PROVIDED BY:	Rebecca Hernandez – ESC Region 19
	Andrea Amiri – ESC Region 19
	Patty Delgado - ESC Region 19

Special Conditions

1. Vendors awarded this contract will be utilized on an as-needed basis.
2. Vendors are required to provide all equipment and materials needed to perform services.
3. Vendors will provide pricing based on a discount from their pricelist. Must list the services provided and rates (to include holidays, weekend, and OT hours). If also sell training material, etc., must list the product and cost. Note, this RFP is not for product only.
4. This RFP is NOT intended for Services in an instructional setting.

Approved By: ______________________________ Date: ________________________
Dr. Armando Aguirre April 1, 2025

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Community Development	July 22, 2025
Initiating Department	**Meeting Date**
Christina Ainsworth, Community Development Director	3
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

ACCEPT A GRANT AWARD FROM THE STATE OF NEW MEXICO TOURISM DEPARTMENT IN THE AMOUNT OF $5,440.00 FOR THE CLEAN AND BEAUTIFUL GRANT PROGRAM WITH RESOLUTION.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

The Community Development Department (CDD) requests that the Board of County Commissioners accept $5,440.00 from the State of NM Tourism Department, pursuant to the Litter Control and Beautification Act, for FY26 to help control and reduce litter in DAC to the maximum extent possible through a state-coordinated plan of education, control, prevention and elimination of litter, graffiti abatement, recycling and beautification. The Grant requires a 25% match, for a total of $1,360.00 which can include donated goods or services and government costs. Doña Ana County will be the fiscal agent for the Grant and requests the County Manager be signatory to the Clean & Beautiful Grant Program Agreement. We are also requesting the approval of the Budget Resolution.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Grant Agreement
Budget Resolution

SUMMARY OF FINANCIAL IMPACT

A Grant award in the amount of $5,440.00 with a 25% match, for a total of $1,360.00, which includes donated goods or services and governmental costs.

ADMINISTRATIVE REVIEW AND APPROVAL

Amanda Gomez, Department Manager	Created/Initiated - 7/9/2025
Christina Ainsworth, Community Development Director	Approved - 7/10/2025
Asma Dawood, Finance Director	Approved - 7/10/2025
Lucio Luttrell, Budget and Research Officer	Approved - 7/11/2025
Jonathan Macias, Assistant County Manager	Approved - 7/15/2025
Scott Andrews, County Manager	Final Approval - 7/16/2025

DOCUMENT CONTROL

For Signature: Yes **For Recording:** No **Deadline for Return:**

Doña Ana County

Executive Summary

Meeting Date: July 22, 2025

Agenda Item Title: Clean & Beautiful Grant Program Agreement

Overview:

The Community Development Department (CDD) requests that the Board of County Commissioners accept $5,440.00 from the State of NM Tourism Department, pursuant to the Litter Control and Beautification Act, for FY26 to help control and reduce litter in DAC to the maximum extent possible through a state-coordinated plan of education, control, prevention and elimination of litter, graffiti abatement, recycling and beautification.

The Grant is specific to the state-coordinated plan for Doña Ana County and will provide:

- Youth Group Stipends for cleanup events

The Grant requires a 25% match, for a total of $1,360.00, which can include donated goods or Services and government costs. Doña Ana County will be the fiscal agent for the Grant and requests the County Manager be signatory to the Clean & Beautiful Grant Program Agreement. We are also requesting the approval of the Budget Revision and Budget Resolution to the CDD Budget for FY26.

STATE OF NEW MEXICO
TOURISM DEPARTMENT
Litter Control and Beautification
"Clean & Beautiful" Grant Program Agreement

THIS AGREEMENT, numbered **26-418-6002-00017-00**, is made and entered into by the **State of New Mexico Tourism Department**, hereinafter referred to as the "NMTD," and **County of Doña Ana** hereinafter referred to as the "Partner" (collectively the "Parties") and is effective as set forth below.

RECITALS

WHEREAS, the purpose of the New Mexico "Litter Control and Beautification Act," NMSA 1978, § 67-16-1 et seq. (hereinafter "the Act") is to control litter by authorizing NMTD to eliminate litter from the state to the maximum practical extent through a state-coordinated plan of education, control, prevention, and elimination; and

WHEREAS, the "Litter Control and Beautification Fund," hereinafter "the Fund," is appropriated to NMTD for the purpose of carrying out the provisions of the Act; and

WHEREAS, the Act provides that NMTD may contract with other state and local government agencies to carry out the provisions of the Act;

AGREEMENT

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES, in consideration of the mutual covenants and obligations contained herein, as follows:

I. Obligations of Partner.

A. Perform and complete the projects and programs, expending all related funds, as outlined in the Project Award Schedule, as approved by NMTD and attached hereto as *Exhibit A*.

B. Acknowledge that the NMTD reserves the right to unilaterally adjust, modify or cancel any and all awards as outlined in *Exhibit A* in order to ensure the expenditure of all funds.

C. Agree and acknowledge project funds shall not be used for purposes other than those outlined and specified in Exhibit A.

D. Request and obtain prior approval from NMTD for any and all modifications to the awarded initiatives and approved expenditures outlined in *Exhibit A*.

   1. Partners are allowed to submit up to three Budget Amendment Requests per grant cycle, one request each quarter between Quarters 1 – 3, July 2025 – April 2026
   2. An amendment to the Agreement and *Exhibit A* must be executed by all parties before Partner implements the requested change to approved expenditures.
   3. In the event Partner modifies an awarded initiative without prior approval, NMTD reserves the right to reject, cancel or stop any and all awards or works in progress.

E. Acknowledge and comply with all Grant Program Guidelines, as approved by NMTD and attached hereto as *Exhibit B*.

F. Comply with NMTD mandatory reporting procedures.

1. Partner shall submit a Quarterly Milestone Report each quarter to NMTD staff via Survey Monkey Apply. Quarterly Milestone Reports must include progress information and photos.
    i. Partner must provide project progress updates for all grant funded projects.
    ii. Partner shall provide up-to-date financial documentation and current Project Expense Worksheet *if applicable.*
2. Partners must participate on or before December 30, 2025, in a Mid-Point Meeting with NMTD staff, as described in *Exhibit B*.

G. Submit all required documentation in a timely manner for Initial Disbursement and Final Reimbursement in accordance with the requirements described in *Exhibit B*.

Submissions must be fully accurate and complete. Incomplete or ineligible requests will not be processed.

H. Agree that all grant funds must be expended on or before June 2, 2026.

I. Acknowledge that any failure to adhere to the parameters set forth herein may affect Partner's eligibility for future awards.

II. <u>Obligations of NMTD</u>.

A. Provide award funds for all eligible expenses in accordance with the Act and according to *Exhibit A* and *Exhibit B*.

B. Provide access to all forms required for submission for Initial Disbursement and Final Reimbursement in accordance with the requirements described in *Exhibit B*.

III. <u>Additional Terms & Conditions</u>:

A. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice given by NMTD to the Partner. NMTD's decision as to whether sufficient appropriations are available shall be accepted by the Partner and shall be final.

B. This Agreement shall become effective upon its execution by both Parties and shall terminate on **June 30, 2026**. Either party may terminate or seek to further negotiate this Agreement upon sixty (60) days written notice to the other. In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform, prior to the date of termination and any outstanding reimbursements shall be made pro rata.

C. This Agreement shall not be altered, changed, or amended except by instrument of writing executed by the Parties hereto.

D. A "Force Majeure Event" is defined as an event or effect that can be neither anticipated nor controlled which renders performance of the terms of this Agreement impossible, impracticable, or unsafe, including, but not limited to, acts of God, pandemic-related public health orders, acts of civil or military authority, embargoes, epidemics, war, acts of terrorism, riots, insurrections, fires, explosions, earthquakes, floods, loss of power, strikes or lockout. If a Force Majeure Event occurs, neither Party will be deemed in default of this Agreement. If any Force Majeure condition affects Partner's ability to perform its obligations, Partner shall give written notice to NMTD, and Partner will offer mutually agreeable amendments to Exhibit A. Until such time as this Agreement is amended, NMTD will withhold payment of award funds as set forth in Exhibit A.

E. Partner shall obtain prior approval from NMTD for any and all use of the Keep New Mexico True Brand. NMTD reserves the right to inspect any usage of the Brand to ensure proper quality and consistency.

F. In the event that this Agreement will be performed during a public health emergency, Partner shall ensure that any activities are carried out in accordance with all laws, rules, regulations, safe practices and protections.

G. The Parties shall not be jointly liable. 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 by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1, et seq., NMSA 1978, as amended.

H. This Agreement is governed by the laws of the State of New Mexico.

I. This Agreement is not intended to and does not create any rights in any persons or entity not a party hereto.

J. Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service, by electronic mail or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To NMTD:
New Mexico Tourism Department
Chantal S. Sandoval, Clean & Beautiful Program Manager
491 Old Santa Fe Trail | Santa Fe, NM 87501
(505) 670-8059 | chantal.sandoval@td.nm.gov

To Partner:
Scott Andrews
County of Doña Ana
845 N. Motel Blvd
Las Cruces, NM 88007
(575) 525-5803 | scotta@donaanacounty.org

K. The individual signing below on behalf of the Partner represents and warrants that he or she has the authority to bind the Partner, and that no further action, resolution or approval from the Partner is necessary to enter into a binding agreement.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the final date of the signatures listed below.

By: ____ Date: _____________
Scott Andrews, County of Doña Ana
PARTNER

Approved for legal sufficiency:

By: ____ Date: _____________
Novela Salazar, General Counsel NMTD

By: ____ Date: _____________
Rayline Sebay, CPO, ASD NMTD

By: ____ Date: _____________
Agency Head Designee NMTD

The records of the Taxation and Revenue Department reflect that the Partner is registered with the Taxation and Revenue Department of the State of New Mexico to engage in business and to report and pay tax from business conducted in New Mexico.

ID Number: **01-727764-00-7**

By: ____ Date: _____________
Taxation and Revenue Department

FY26 New Mexico Clean & Beautiful Grant Program

EXHIBIT A
PROJECT AWARD SCHEDULE

COUNTY OF DOÑA ANA

Goals & Objectives	Goal 1	Goal 2	Goal 3	Goal 4	Goal 5
End Littering					
Reduce Waste					
Beautify Communities					
Empower Youth					
4.2 Youth Group Stipends *Approved Expenditures: Subcontract youth groups for clean-up events*				$2,800.00	
Increase Program Capacity					
5.2 Keep America Beautiful Dues *Approved Expenditures: Keep America Beautiful Dues*					$440.00
5.3 Keep America Beautiful Annual Conference *Approved Expenditures: Conference stipend*					$2,200.00
Goal Subtotals	*$0.00*	*$0.00*	*$0.00*	*$2,800.00*	*$2,640.00*
Total Award	**$5,440.00**				

EXHIBIT B

NEW MEXICO TOURISM DEPARTMENT
CLEAN AND BEAUTIFUL GRANT PROGRAM
FY26 GUIDELINES

GRANT PURPOSE

The purpose of the New Mexico "Litter Control and Beautification Act," NMSA 1978, § 67-16-1 et seq., is to accomplish litter control by vesting in the New Mexico Tourism Department (Department) the authority to eliminate litter from the state to the maximum practical extent. The Department shall aid in establishing a statewide Keep America Beautiful Program through the New Mexico Clean and Beautiful Grant Program to end littering, improve recycling, and beautify New Mexico communities.

ELIGIBILITY

All New Mexico municipalities, counties, units of government, and Tribal Governments in good standing with New Mexico Taxation and Revenue Department are eligible for funding (correct New Mexico State Tax ID numbers are required within the application process). Entities need not be Keep America Beautiful affiliates to apply.

ELIGIBLE EXPENDITURES

Projects and initiatives that contribute to the following goals and objectives, as identified through Keep America Beautiful and the Litter Control and Beautification Act, may be eligible for funding:

Goal #1 - End Littering

Objective 1.1 – Prevent littering.
Objective 1.2 – Provide access to proper waste disposal.
Objective 1.3 – Remove litter.

Goal #2 – Reduce Waste

Objective 2.1 – Reuse.
Objective 2.2 – Repair.
Objective 2.3 – Repurpose.
Objective 2.4 – Improve composting and sustainable organics management.
Objective 2.5 – Improve recycling and sustainable materials management.

Goal #3 - Beautify Communities

Objective 3.1 – Improve green spaces through sustainable park design.
Objective 3.2 – Maximize sustainable landscaping throughout communities.
Objective 3.3 – Prevent graffiti.
Objective 3.4 – Eradicate graffiti.

Goal #4 – Empower Youth

Objective 4.1 – Educate students.
Objective 4.2 – Provide service opportunities for youth groups.
Objective 4.3 – Employ youth interns.
Objective 4.4 – Provide youth leadership opportunities.

- Youth initiatives must directly contribute to at least one of the above-mentioned goals.
- Applicants may either hire a youth group as a subcontractor or hire individual youths.
- For individual youth interns:

a) Individuals must be between 14 to 25 years of age.
b) Salary range = at least local minimum wage.
c) Youth Employment Verification forms are required for each youth employed.
d) To the extent which an internship is conducted with an expectation of compensation of benefits, interns may not be considered regular "employees" (part-time or full-time) of the Partner entity.
e) Internship duration must be limited to the period of the grant agreement for reimbursement.

<u>Goal #5 – Increase Program Capacity</u>

Objective 5.1 – Recruit and engage volunteers.
Objective 5.2 – Build coalitions through professional affiliations.
Objective 5.3 – Increase knowledge through professional development.

- Activities must directly contribute to at least one of the above-mentioned goals.

INELIGIBLE EXPENDITURES

NMTD shall have the right in its sole discretion to approve or disapprove Partner's projects and/or expenditures submitted for final reimbursement. Items identified by the Department pursuant to the Keep America Beautiful and the Litter Control and Beautification Act that are ineligible for purchase with grant funds include but are not limited to:

• Benches and tables made from non-recycled material	• Landscaping rock
• Disinfectant wipes	• Leather and cotton gloves
• Disinfectants & air fresher	• Lighting
• Fencing materials	• Meeting space
• Food and/or drink	• Office supplies
• Fuel	• On-going maintenance needs
• Gardening tools	• Playground equipment
• Hardware for signage: trash receptacles & benches, etc.	• Rakes
• Heavy machinery rentals	• Shears
• Irrigation	• Shovels
• Labor (with the exception of youth subcontractors)	• Watering hoses
• Landscaping fabric	• Weed barrier & eradication spray
• Landscaping pavers	• Wheelbarrows

BUDGET ADJUSTMENT REQUESTS

NMTD shall have the right in its sole discretion to approve or disapprove certain budget adjustment requests (BARs). Adjustments are used to transfer grant funds within NMCB established goals and objectives.

- Types of Budget Adjustments typically allowed for:

    - A transfer between awarded initiatives within the Partner's current NMCB Project Award Schedule.
    - An authorization to expend funds on a new project within a NMCB Program established goal or objective on the Partner's current Project Award Schedule due to an unforeseen difficulty or inability to complete an awarded initiative.
- Types of Budget Adjustments that are not allowed:
    - A transfer of grant funds from an awarded initiative to an initiative or project previously unfunded during the application and panel review process.
    - A transfer of grant funds without prior authorization will not be reimbursed.

GRANT AGREEMENT

The grant award will be officially executed upon receipt by the Department of the signed grant agreement. Agreements will incorporate two accompanying exhibits: Project Award Schedule – including Approved Expenditures (*Exhibit A*) and these Grant Program Guidelines (*Exhibit B*).

INITIAL DISBURSEMENT OF FUNDS

Partners will be eligible to receive 50% of the total award amount following the execution of the grant agreement and submission of the Initial Disbursement Invoice. This form is available for download at the NM Clean & Beautiful Grant Resources webpage.

COMPLIANCE REPORT REQUIREMENTS

Partner shall submit a Quarterly Milestone Report each quarter to NMTD staff via Survey Monkey Apply.

- Quarterly Milestone Reports shall include progress for all approved projects including but not limited to:
    - Implementation updates
    - Existing or anticipated challenges
    - Anticipation for Budget Amendment Requests
    - Photos and videos
    - Media mentions
    - Up-to-date financial documentation and current Personalized Project Expense Worksheet

Partner shall participate in a Mid-Point Meeting with NMTD staff on or before December 30, 2025.

- Partner must provide up-to-date financial documentation and current Personalized Project Expense Worksheet.
- Partner must provide project progress updates for all grant funded projects.

Partner shall submit and upload clean-up and litter prevention events on the Breaking Bad Habits-NM site.

MEMORANDUMS OF UNDERSTANDING WITH NONPROFIT ORGANIZATIONS AND SCHOOLS

Unless previously approved by the Department, this grant shall not benefit any person or organization other than the awarded Partner. In the event Partner chooses to partner with a local non-profit or New Mexico school district to implement and complete an awarded project or initiative, Partner must provide either a Memorandum of Understanding, sub-agreement and/or signed attestation detailing their performance and responsibilities relating to the grant award.

VOLUNTEER SIGN-IN SHEETS

All volunteer hours should be documented on a Volunteer Sign-In Sheet. Sign-in sheets should specify the name, age, event, date, location and time logged. All volunteer names must be clear and legible.

YOUTH EMPLOYMENT VERIFICATION

Individuals from the ages 14 to 25 years of age may be hired to provide leadership opportunities and contribute to Partner's awarded initiative. Youth Employment Verification forms are required for each youth employed and must be notarized before submission to the Department. Partner will not be reimbursed for hired youth interns absent the required forms.

TRAVEL STIPEND

Partners who are in good standing as a Keep America Beautiful New Mexico Affiliate have the opportunity to represent New Mexico by attending the National Conference. Those who applied and were awarded will receive a maximum travel stipend of $2,200 to be used for conference expenses.

MATCHING REQUIREMENTS

This grant requires a 25% match. The following sections may be used to determine the costs and calculate totals for In-Kind & Monetary Donations, which must be reported in the End-of-Year Report.

Donated Goods or Services:

Entities may receive non-monetary contributions of goods or services, often referred to as "in-kind donations" from businesses, groups, and individuals. Examples include private waste hauler services, "pro-bono" accounting services, food/drinks, donated advertising space, or office space in a nongovernment building. The dollar value of any donated goods or services is equal to the market price of the goods or services contributed. Whenever possible, submit the dollar-value in writing.

How to Calculate Government Costs:

Government employee time and services for which they receive government salary, overtime or compensatory time are considered a cost. If a government employee is working on a project on their own time, as a volunteer or board member, calculate their time as a volunteer hour. Government in-kind goods include hauling by sanitation vehicles, printing, and the use of consumable supplies. To calculate the value of in-kind government agency costs, estimate the market value of the goods or services provided to your affiliate and add to that the dollar-value for each hour of work given by government employees.

Volunteer Hours:

All volunteer hours should be documented on a Volunteer Sign-In Sheet. Volunteer Sign-In sheets must include event date, location, and number of hours volunteered. Each volunteer hour should be assigned the applicable state value provided by Independent Sector unless a professional provides a specific value for professional services. Current value for volunteer hours is available at https://independentsector.org/resource/value-of-volunteer-time.

REIMBURSEMENT REQUIREMENTS

In order to receive reimbursement for the remaining 50% of the total award amount, Partners must submit the Final Reimbursement Request Packet at project end.

Final Reimbursement Request Packet should include, submitted no later than June 2, 2026:

- Final Reimbursement Invoice
- Project Expense Worksheet with back-up documentation*
- Youth Employment Verification forms, if applicable
- Event and trainings registration confirmations, and Keep America Beautiful Affiliate dues receipt, if applicable
- Eligible back-up documentation includes:
    - Invoices or receipts; and
    - Cleared checks, warrants, bank statements or a notarized attestation by Partner's CFO or equivalent financial authority.

End-of-Year Report should be submitted no later than July 3, 2026, including but not limited to:

- End-of-Year Reports
    - Metrics
    - Narrative
- Volunteer Sign-in Sheets, if applicable

SUBMISSION REQUIREMENTS

Submission of all required forms and back-up documentation must be submitted via upload to the Survey Monkey Apply portal located at: https://nmtourism.smapply.io/

PROGRAM RESOURCES

All required forms are available for download at the NM Clean & Beautiful Grant Resources webpage at: https://nmtourism.smapply.io/res/p/nmcbresources/

PROGRAM ASSISTANCE

Clean & Beautiful Grant Program Manager (Chantal Sandoval) will establish communication schedules and provide technical (programmatic) assistance for all awardees. She can be reached by email at chantal.sandoval@td.nm.gov or by phone at 505-670-8059.

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

RESOLUTION NO. 2025 _______

WHEREAS, the governing body in and for the County of Doña Ana, has been awarded a grant by the New Mexico Tourism Department for the benefit of the County; and

WHEREAS, no budget revisions are necessary for the acceptance of this grant award, as it will be included in the FY26 Final Budget request;and

WHEREAS, it is the opinion of this Board that the acceptance of this grant award serves the public interest and promotes the welfare of the County.

NOW THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Doña Ana County, hereby formally accepts the grant award from the New Mexico Tourism Department.

Resolved in the Board session this of , 2025.

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

____
Christopher Schaljo-Hernandez, District 1, Chair **For/Against**

____
Susana Chaparro, District 4, Vice Chair **For/Against**

____
Gloria Gameros, District 2 **For/Against**

____
Shannon Reynolds, District 3 **For/Against**

____
Manuel A. Sanchez, District 5 **For/Against**

ATTEST:

____
Amanda López Askin, Ph.D.
County Clerk

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Fire and Emergency Services Department	July 22, 2025
Initiating Department	**Meeting Date**
Andrew Bowen, Interim Fire Chief, Yvonne Feijoo, Deputy Fire Chief	4
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

A RESOLUTION TO MOVE $100,000 FROM RESERVES TO FUND EMERGENCY MEDICAL TECHNICIAN - INTERMEDIATE AND PARAMEDIC TRAINING FOR DONA ANA COUNTY FIRE RESCUE STAFF

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

This item requests approval to transfer $100,000 from County reserves to fund Emergency Medical Technician Intermediate and Paramedic training for eligible Doña Ana County Fire Rescue personnel. Funding will support initial certification and training costs to increase the department's Advanced Life Support (ALS) staffing in support of Fire-Based EMS operations.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

1. Executive Summary
2. Resolution

SUMMARY OF FINANCIAL IMPACT

This item requests the transfer of $100,000 from County general fund reserves to support one-time training and certification costs for Doña Ana County Fire Rescue personnel pursuing licensure as Emergency Medical Technician Intermediates and Paramedics. This is a non-recurring expense designed to expand the department's capacity to provide Advanced Life Support (ALS) as the County transitions to Fire-Based EMS transport operations. The funding will be used for tuition, course fees, certification testing, and other related educational expenses for eligible employees. This investment will strengthen internal ALS capabilities and improve county-wide EMS coverage.

ADMINISTRATIVE REVIEW AND APPROVAL

Gloria Maldonado, Administrative Assistant	Created/Initiated - 7/16/2025
Andrew Bowen, Interim Fire Chief	Approved - 7/16/2025
Asma Dawood, Finance Director	Approved - 7/16/2025
Lucio Luttrell, Budget and Research Officer	Final Approval - 7/17/2025

DOCUMENT CONTROL

For Signature: No	**For Recording:** No	**Deadline for Return:**

Doña Ana County
Executive Summary

Meeting Date: July 22, 2025

Agenda Item Title: A resolution to move $100,000 from general fund cash reserves to fund Emergency Medical Technician - Intermediate and Paramedic training for Dona Ana County Fire Rescue staff

Overview:

As Doña Ana County transitions to a Fire-Based EMS transport model, it is essential that Doña Ana County Fire Rescue (DAFR) strengthen its workforce by increasing the number of licensed Advanced Life Support (ALS) providers. This resolution authorizes a one-time transfer of $100,000 from County general fund reserves to fund training and certification for DAFR personnel pursuing licensure as Emergency Medical Technician Intermediates and Paramedics.

The funding will cover tuition, certification exams, and related educational costs. This effort supports timely ALS staffing and ensures DAFR is prepared to deliver consistent, high-quality emergency medical care throughout the County.

Advanced-level EMS providers play a critical role in life-saving prehospital care, especially in rural and high-volume service areas. By investing in our current personnel, we expand our ability to meet growing EMS demands while creating professional growth opportunities for staff already committed to serving the community.

This resolution supports public safety, improves emergency response coverage, and advances the County's goal of building a reliable, responsive Fire-Based EMS system.

The Commission is asked to delegate signature authority to the County Manager for all related documents.

RESOLUTION NO. 2025- 464

A resolution to move $100,000 from reserves to fund Emergency Medical Technician Intermediate and Paramedic training for Doña Ana County Fire Rescue staff

WHEREAS, Doña Ana County is transitioning to a Fire-Based Emergency Medical Services (EMS) transport model to improve public safety and emergency response capacity; and

WHEREAS, the provision of Advanced Life Support (ALS) care requires licensed EMS personnel at the Intermediate and Paramedic levels to meet the clinical demands of prehospital care; and

WHEREAS, Doña Ana County Fire Rescue (DAFR) has identified internal candidates eligible for training and certification to expand ALS coverage countywide; and

WHEREAS, the County recognizes the need to invest in its workforce and ensure sufficient ALS staffing to meet current and future EMS service demands;

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Doña Ana County approves the transfer of $100,000 from County reserves to fund Emergency Medical Technician – Intermediate and Paramedic training and certification for eligible DAFR personnel.

BE IT FURTHER RESOLVED that the Commission delegates signature authority to the County Manager for all related documents.

RESOLVED this 22 day of July, 2025.

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

____
Christopher Schaljo-Hernandez, District 1, Chair ☐ For ☐ Against

____
Susana Chaparro, District 4, Vice Chair ☐ For ☐ Against

____
Gloria Gameros, District 2 ☐ For ☐ Against

____
Shannon Reynolds, District 3 ☐ For ☐ Against

Manuel A. Sanchez, District 5 ☐ For ☐ Against

ATTEST:

Amanda López Askin, Ph.D.
County Clerk

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Doña Ana County Manager's Office	July 22, 2025
Initiating Department	**Meeting Date**
Stephen Lopez, Assistant County Manager	5
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

RESOLUTION TO ESTABLISH A $100 FEE FOR SEWER AVAILABILITY INSPECTIONS ON THE COUNTY WASTEWATER SYSTEM.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

SUMMARY OF FINANCIAL IMPACT

ADMINISTRATIVE REVIEW AND APPROVAL

Stephen Lopez, Assistant County Manager	Created/Initiated - 6/10/2025
Asma Dawood, Finance Director	Approved - 7/18/2025
Stephen Lopez, Assistant County Manager	Final Approval - 7/18/2025

DOCUMENT CONTROL

For Signature: No	**For Recording:** No	**Deadline for Return:**

Doña Ana County
Executive Summary

Meeting Date: 07/22/2025

Agenda Item Title: Resolution establishing $100 fee for sewer availability inspections

Overview:

The Resolution will allow the Utilities Section of the Department of Public Works to charge a $100 fee for sewer service inspections. The need for this fee is to cover expenses when land owners request an inspection (which often requires hiring an outside contractor), but the land owner then elects to not proceed with connecting to the wastewater system. This fee would allow for cost recovery for these inspections.

Pursuant to County Code §319-10 Rates and charges:

> "A. The rates and charges for the use of the County wastewater system and services furnished are fixed as set forth in the rate schedules, attached hereto. **The rates and charges shall be sufficient to provide for the cost of service** [emphasis added], capital improvement and debt service of the County system. In addition, **the Board may assess, by subsequent** ordinance or **resolution**, **a surcharge to said utility rates to provide for repairs, replacement and/or expansions to any County system.** [emphasis added]
>
> B. . . .
>
> C. . . .
>
> D. **The rates and charges fixed herein may be changed or modified by the Board by subsequent** ordinance or **resolution** [emphasis added], as the need requires or deemed in the County's best interests."

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

RESOLUTION NO. 2025-_______

WHEREAS, the Board of County Commissioners has established County Code **§319-10 Rates and charges** that establishes charges for wastewater services and additions or amendments thereof; and

WHEREAS, the Code indicates that rates may be modified by subsequent ordinance or resolution; and requires that the rates and charges be sufficient to provide for the cost of service; and

WHEREAS, the Utilities Section of the Department of Public Works has identified that there is currently no rate or charge for sewer connection availability inspections, even though the County incurs expense for each one, and may even need to bring in outside contractors to assist with the evaluations; and

WHEREAS, the Utilities Section has identified that in many instances, landowners do not proceed with establishing sewer service with the County despite the incurring of expenses by the County;

NOW THEREFORE, be it resolved by the Board of County Commissioners that:

- The Utilities Section is hereby authorized to charge $100 for sewer service availability inspections, effective September 1, 2025.
- The fee shall be used to cover expenses incurred by the County, as well as those incurred by contractors on the County's behalf.
- If a customer elects to connect to the County's wastewater system, the $100 charge shall be credited to the customer's first bill after connecting.
- The $100 charge is otherwise non-refundable.

The County Manager is hereby authorized to establish necessary policies and procedures for carrying out this resolution.

ADOPTED this 22nd day of July, 2025.

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

Christopher Schaljo-Hernandez, District 1, Chair	**For/Against**
Susana Chaparro, District 4, Vice-Chair	**For/Against**
Gloria Gameros, District 2	**For/Against**
Shannon Reynolds, District 3	**For/Against**
Manuel A. Sanchez, District 5	**For/Against**

ATTEST:

Amanda López Askin, Ph.D.
County Clerk

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Doña Ana Sheriff's Office	July 22, 2025
Initiating Department	**Meeting Date**
Kim Stewart, Sheriff	6
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

ACCEPT THE TRAFFIC AND CRIMINAL SOFTWARE (TRACS) PROGRAM TENTH AMENDMENT TO GRANT AGREEMENT BETWEEN THE NEW MEXICO DEPARTMENT OF TRANSPORTATION AND THE DOÑA ANA COUNTY SHERIFF'S OFFICE IN THE AMOUNT OF $340,000 AND ASSOCIATED RESOLUTION.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Traffic and Criminal Software (TraCS) tenth amendment to grant agreement between the New Mexico Department of Transportation and the Doña Ana County Sheriff's Office in the amount of $340,000.00. DASO requests that signature authority be delegated to the County Manager on all related documents and grant agreement amendments under this program.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Tenth Amendment to Grant Agreement
Award Resolution

SUMMARY OF FINANCIAL IMPACT

The amount of $340,000.00 will be added to DASO budget; there is no match.

ADMINISTRATIVE REVIEW AND APPROVAL

Crystal Baca, Budget Specialist	Created/Initiated - 7/2/2025
Asma Dawood, Finance Director	Approved - 7/3/2025
Lucio Luttrell, Budget and Research Officer	Approved - 7/14/2025
Crystal Baca, Budget Specialist	Final Approval - 7/14/2025

DOCUMENT CONTROL

For Signature: Yes **For Recording:** Yes **Deadline for Return:**

Doña Ana County
Sheriff's Office
Executive Summary

Meeting Date: July 22, 2025

Agenda Item Title: Tenth Amendment to Traffic and Criminal Software (TraCS) Grant Agreement between the New Mexico Department of Transportation and the Doña Ana County Sheriff's Office.

Overview:

Accept the tenth amendment to the grant agreement award from the New Mexico Department of Transportation (TraCS) Program.

DASO requests that signature authority be delegated to the County Manager on all related documents and grant agreement amendments under this program.

Period of Performance is October 1, 2025, to September 30, 2026.

The scope of work for this funding is for contracted services (service for TraCS maintenance and installations, provided by Sensible Solutions, LLC, equipment (laptops, tablets, scanners, printers, car mounts, docking stations, servers and other equipment), in-state and out-of-state travel (to attend TraCS meetings and trainings) for additional award amount for FY26 of $340,000.00.

Financial Impact: The amount of $340,000.00 will be added to DASO budget, there is no match requirement.

Contract Number: TS04142-10

TENTH AMENDMENT TO GRANT AGREEMENT

This Tenth Amendment is to the Grant Agreement between the New Mexico Department of Transportation (**Department**) and Doña Ana County Sheriff's Department (**Grantee**). This Tenth Amendment is effective as of the date of the last party to sign it on the signature page below.

RECITALS

WHEREAS, the Department and the Grantee entered into Contract No. TS04142, on October 20, 2015 (**Agreement**);

WHEREAS, Section 16, of the Agreement allows the parties to amend the Agreement by an instrument in writing;

WHEREAS, the Department is providing funding to the grantee for Traffic & Criminal Software (TraCS);

WHEREAS, the Department is amending the Agreement to increase funding;

NOW THEREFORE, to realize the purposes set forth herein**,** it is agreed by the Department and the Grantee that the Agreement be amended as follows:

1. Section 1, Award - delete in its entirety and replace with the following:

1. **Award**. The Department hereby awards the Grantee funding for the following project: Traffic & Criminal Software (TraCS); $165,040.00 for Federal Fiscal Year 16; $143,640.00 for Federal Fiscal Year 17; $121,340.00 for Federal Fiscal Year 18; $97,000.00 for Federal Fiscal Year 19; $155,000.00 for Federal Fiscal Year 20; $150,000.00 for Federal Fiscal Year 21 – Project Number HWA9900562; $150,000.00 for Federal Fiscal Year 22 – Project Number HWA9900562; $50,000.00 for Federal Fiscal Year 22 – Project Number HWA9900562; $398,826.00 for Federal Fiscal Year 23 - Project Number HWA9900562; and $340,000.00 for Federal Fiscal Year 24 – Project Number HWA9900562; and $340,000 for Federal Fiscal Year 25 - Project Number HWA9900562 for obligation for the Grantee to use in Federal Fiscal Year 26.

   Any funds remaining at the end of each federal fiscal year shall carry-over, upon sufficient appropriations, and used during the current federal fiscal year and/or until termination date of the Agreement.

2. Section 14, Term – delete in its entirety and replace with the following:

14. **<u>Term</u>**. This Agreement is effective on October 20, 2015. The Agreement terminates on September 30, 2026, unless earlier terminated as provided in Section 6 or Section 7.

3. Exhibit A – Section 2. Funding - delete in its entirety and replace with the following:

2. Funding. The project's itemized budget is as follows:

	Budget FFY 16	Budget FFY 17	Budget FFY 18	Budget FFY19	Budget FFY20
Personnel Services	$3,640.00	$3,640.00	$11,340.00	$12,000.00	$12,000.00
Contractual Services	$80,000.00	$80,000.00	$80,000.00	$80,000.00	$120,000.00
Commodities/Equipment	$56,400.00	$50,000.00	$25,000.00	$0.00	$10,000.00
In-State Travel	$10,000.00	$5,000.00	$2,000.00	$2,000.00	$3,000.00
Out-of-State Travel	$15,000.00	$5,000.00	$3,000.00	$3,000.00	$10,000.00
Other	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL/Year	$165,040.00	$143,640.00	$121,340.00	$97,000.00	$155,000.00

	Budget FFY 21 HWA9900562	Budget FFY 22 HWA9900562	Budget FFY 22 HWA9900562	Budget FFY 23 HWA9900562	Budget FFY24 HWA9900562
Personnel Services	$15,000.00	$15,000.00	$0.00	$0.00	$0.00
Contractual Services	$120,000.00	$120,000.00	$0.00	$225,000.00	$225,000.00
Commodities/Equipment	$10,000.00	$10,000.00	$0.00	$20,000.00	$20,000.00
In-State Travel	$2,000.00	$2,000.00	$0.00	$4,000.00	$5,000.00
Out-of-State Travel	$3,000.00	$3,000.00	$0.00	$4,000.00	$5,000.00
Other	$0.00	$0.00	$50,000.00	$145,826.00	$85,000.00
TOTAL/Year	$150,000.00	$150,000.00	$50,000.00	$398,826.00	$340,000.00

	Budget FFY 25 HWA9900562
Personnel Services	$0.00
Contractual Services	$310,000.00
Commodities/Equipment	$20,000.00
In-State Travel	$5,000.00
Out-of-State Travel	$5,000.00
Other	$0.00
TOTAL/Year	$340,000.00

Grand Total: $2,110,846.00

The Grantee may transfer funds between budget categories only with prior written approval of the Traffic Safety Division Director.

All other obligations set forth in the Original Agreement, and as previously amended, shall remain in full force and effect unless expressly amended or modified by this Tenth Amendment.

Each party is signing this agreement on the date stated opposite that party's signature.

DEPARTMENT OF TRANSPORTATION

Date: ______________________, 2025 By: ________________________________
Cabinet Secretary or Designee

DONA ANA COUNTY

Date: ______________________, 2025 By: ________________________________
Title: County Manager or Designee

Date: ______________________, 2025 By: ________________________________
Title: Dona Ana County Sheriff

Approved as to form and legal sufficiency.

Date: 06/05/25, 2025 By: Signed by: John Newell, Deputy General Counsel, C750CEC1625D488...
Deputy General Counsel
Department of Transportation

Approved as to form and legal sufficiency.

Date: ______________________, 2025 By: ________________________________
Counsel for Dona Ana County

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

RESOLUTION NO. 2025 _______

WHEREAS, the governing body in and for the County of Doña Ana, has been awarded a grant by the New Mexico Department of Transportation for the benefit of the County; and

WHEREAS, no budget revisions are necessary for the acceptance of this grant award, as it will be included in the FY26 Final Budget request;and

WHEREAS, it is the opinion of this Board that the acceptance of this grant award serves the public interest and promotes the welfare of the County.

NOW THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Doña Ana County, hereby formally accepts the grant award from the New Mexico Department of Transportation.

Resolved in the Board session this of , 2025.

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

Christopher Schaljo-Hernandez, District 1, Chair	**For/Against**
Susana Chaparro, District 4, Vice Chair	**For/Against**
Gloria Gameros, District 2	**For/Against**
Shannon Reynolds, District 3	**For/Against**
Manuel A. Sanchez, District 5	**For/Against**

ATTEST:

____
Amanda López Askin, Ph.D.
County Clerk

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Doña Ana County Flood Commission	July 22, 2025
Initiating Department	**Meeting Date**
John Gwynne, Flood Director	7
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

ACCEPT DEPARTMENT OF HOMELAND SECURITY & EMERGENCY MANAGEMENT SUB-RECIPIENT GRANT AGREEMENT/HAZARD MITIGATION ASSISTANCE GRANT TOTALING $2,369,121.24 INCLUDING GRANT AND MATCH FUNDS FOR CONSTRUCTION OF MENDEZ ST. POND IN LA UNION

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Accept DHSEM Grant for Mendez St. Pond

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Project Location Map
Grant Agreement

SUMMARY OF FINANCIAL IMPACT

Grant Amount: $1,776,840.93 and Match Amount: $592,280.31. This is a reimbursable Grant.

ADMINISTRATIVE REVIEW AND APPROVAL

Michelle Blackwell, Grants Administrator	Created/Initiated - 7/8/2025
Asma Dawood, Finance Director	Approved - 7/10/2025
Lucio Luttrell, Budget and Research Officer	Approved - 7/11/2025
John Gwynne, Flood Director	Final Approval - 7/11/2025

DOCUMENT CONTROL

For Signature: Yes	**For Recording:** No	**Deadline for Return:** 7/25/2025

Doña Ana County

Click or tap here to enter text.

Executive Summary

Meeting Date: July 22, 2025

Agenda Item Title: Accept Sub-Recipient Agreement Hazard Mitigation Assistance Grant Totaling $ 2,369,121.24 , including Grant and Match funds for the Mendez Street Pond Construction Project in La Union

Overview:

The Flood Commission seeks Board approval to accept grant agreement DR-4652-0004-NM for $2,369,121.24 representing $1,776,840.93 Grant and $592,280.31 Match amount for the Mendez St. Pond Construction from the Hazard Mitigation Assistance. The Flood Commission will be applying for a New Mexico Match Fund award to cover the costs of the Match amount. Additionally, we are requesting to delegate signature authority to the County Manager for all related documents.

This award will allow us to fully complete the Mendez St. Pond project. The full scope includes a detention pond at Mendez St, between San Antonio St & Conejo St, with a storm drain outlet underneath Conejo St. & Sentenario St and into the Cruz Pond, which is operated and maintained by the Flood Commission. This section of Mendez St. between San Antonio & Conejo St. will be decommissioned to be used perpetually for flood control. In addition to the storm drain, trench grates will be installed along Conejo and Sentenario St. to allow surface flow into the storm drain network and off the roadway surface


Cruz Pond
Mendez St. Pond
Storm Drain
182
SALOME HERNANDEZ ST
TELLES ST
CAMPOSANTO AVE
VISNAGA ST
SENTENARIO ST
ALVAREZ RD
SAN ANTONIO ST
MENDEZ ST
CONEJO ST
W. AGUILA AVE
E. AGUILA AVE
SOUTH ST

State of New Mexico

DEPARTMENT OF HOMELAND SECURITY & EMERGENCY MANAGEMENT

P.O. Box 27111
Santa Fe, NM 87502

SUB-RECIPIENT GRANT AGREEMENT
HAZARD MITIGATION ASSISTANCE GRANTS

CFDA 97.039: Hazard Mitigation Grant Program

1. SUB-GRANT NO.	2. SUB-RECIPIENT NAME	3. PROJECT NAME
DR-4652-0004-NM	Dona Ana County	Mendez St. Pond

4. STATE DFA VENDOR NUMBER	5. EIN NUMBER	6. SAM UEI NUMBER	7. CAGE CODE
46539	85-60000281	CDMXQVFTTLR7	4KZ67

8. SUB-RECIPIENT PHYSICAL ADDRESS	9. SUB-RECIPIENT REMIT ADDRESS
845 N Motel BLVD Las Cruces, NM 88007	-

10. DHSEM CONTACT NAME:	11. CONTACT DESK PHONE:	(225) 313-1774
Natalie West	CONTACT EMAIL ADDRESS:	DHSEM.mitigation@dhsem.nm.gov cc: natalie.west@dhsem.nm.gov

12a. PERFORMANCE PERIOD START DATE	4/21/2025	12b. PERFORMANCE PERIOD END DATE	5/14/2028
13. TOTAL AWARD AMOUNT:	$2,369,121.24		

13a. FEDERAL SHARE	13b. LOCAL SHARE	13c. STATE SHARE
$1,776,840.93	$592,280.31	$0.00

14a. NAME OF PROJECT AWARD		14b. FEDERAL SHARE	14c. NON-FEDERAL SHARE
1	A&E Fees	$45,000.00	15,000.00
2	Site Work	$362,948.37	$120,982.78
3	Demolition & Removal	$82,083.46	$27,361.16
4	Construction	$1,063,260.61	$354,420.21
5	Miscellaneous	$148,365.90	$49,455.29
6	Contingencies	$75,182.59	$25,060.87
TOTAL AMOUNT OF PROJECT		$1,776,840.93	$592,280.31

WHEREAS The State of New Mexico will serve as the "pass-through entity" with respect to the State's role in providing sub-awards and administering grant assistance provided to sub-recipients and may, subject to a Memorandum of Agreement, directly support project development and administration.

WHEREAS funding has been obligated from the Federal Emergency Management Agency pursuant to a request by the applicant, The Sub-Recipient, County of Dona Ana.

NOW, THEREFORE, it is mutually understood and agreed between the recipient NMDHSEM, and **County of Dona Ana**, hereinafter referred to as "sub-recipient," as follows:

ARTICLE 1: REQUIREMENTS AND ASSURANCES

A. The sub-recipient hereby agrees that the performance period for the grant identified on Page 1, Box 1. is consistent with the performance period identified on Page 1, Box 12a. and 12b. This Sub-recipient Grant Agreement, as amended, shall remain open for administrative purposes if necessary to achieve final payment and financial reconciliation.

B. The sub-recipient hereby agrees that the sub-recipient official signing this Sub-recipient Grant Agreement certifies that all financial expenditures, including all supporting documents submitted for reimbursement, have been incurred by the sub-recipient and are eligible and allowable expenditures consistent with the guidelines for this award. The sub-recipient agrees to follow reasonable professional standards in all financial management and bookkeeping procedures necessary to carry out this agreement.

C. The sub-recipient hereby agrees that no member, officer, or employee of the sub-recipient organization, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his or her tenure or for one year after that, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with this Sub-recipient Grant Agreement; the sub-recipient shall incorporate in all such contracts a provision prohibiting such interest pursuant to the purposes of this Sub-recipient Grant Agreement.

D. The sub-recipient hereby agrees that it understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express written approval of the State of New Mexico or FEMA.

E. The sub-recipient hereby agrees that FEMA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use, for federal government purposes: (1) the copyright in any work developed under this Sub-recipient Grant Agreement; and (2) any rights of copyright to which the sub-recipient purchases ownership with federal support. The sub-recipient agrees to consult with FEMA through NMDHSEM regarding allocating any patent rights that arise from or are purchased with this funding.

F. The sub-recipient hereby agrees that signatures of the sub-recipient officials on this Sub-recipient Grant Agreement attest to the sub-recipient's 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 will be used to supplement existing sub-recipient funding to augment program activities and not replace those funds which have been appropriated in the budget for the same purpose.

G. The sub-recipient hereby agrees that their accounting system allows for the separation of fund sources. Funding provided under this Sub-recipient Grant Agreement cannot be commingled with funds from other federal, state, or local agencies, and each project must be accounted for separately.

H. The sub-recipient hereby agrees that it shall comply with applicable 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. The sub-recipient will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. Executive Order 13379 Individuals with Disabilities in Emergency Preparedness, requires the government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.

I. The sub-recipient hereby certifies that for its employees, it has an Affirmative Action Plan/Equal Employment Opportunity Plan (EEOP) if not exempted by the Federal Government or New Mexico rule or statute. An EEOP is not required for sub-recipients of less than $25,000 or fewer than 50 employees.

J. The sub-recipient hereby certifies that its employees are eligible to work in the United States as verified by Form I–9, Immigration & Naturalization Service Employment Eligibility.

K. The sub-recipient hereby agrees that it is the responsibility of the sub-recipient to fully understand and comply with the requirements of the following, where such requirements apply to the sub-recipient set forth in:

1. 2 C.F.R. § 200: Code of Federal Regulations
2. 44 C.F.R. parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, 221, 44 C.F.R. Part 209, 2 C.F.R. Part 200 and any other applicable FEMA policy memoranda and guidance documents
3. FEMA Hazard Mitigation Assistance Program and Policy Guide
4. New Mexico State Procurement Code
   New Mexico Administrative Code Title 2 – Public Finance https://www.srca.nm.gov/nmac-home/nmac-titles/title-2-public-finance/

ARTICLE 2: REIMBURSEMENT OF FUNDS

The NMDHSEM will apply the following procedures for making payments to sub-recipients:

A. **Payment of Funds, General:** Once FEMA has obligated funds and NMDHSEM has budgeted and encumbered those funds, the Cabinet Secretary is authorized to advance funds, as permissible, and to consider requests for payments for progress and completion based on proper review and approvals, in accordance with the sub-grant agreement or amendment as described below. Review and audit of expending and accounting of federal awards and state funds will be conducted to ensure records, reports, and documentation for compliance and tracing of funds are accounted for; 2 C.F.R. §§ 200.302(b)(6), 200.305(a). The State Department of Finance and Administration (DFA) may require additional supporting data and documents prior to disbursement of funds.

B. Reimbursement shall be based upon authorized and allowable expenditures consistent with the project narrative, grant guidelines, and timely submission of Financial and Performance Progress Reports. Reimbursement of expenditures shall be requested quarterly or monthly if need be for expenditures within the performance period. A minimum of 25% (of the total project cost) in the non-federal match must be included on each request for reimbursement. All expenditures must be supported with source documentation (e.g., copies of proof of payment, invoices, receipts, timesheets with name/rate/hours and certified, breakdown of expenditures based on FEMA approved budget, warrants, a brief description of work done, required deliverables, etc.). Request for reimbursement will not be processed if quarterly financial or performance reports are delinquent. The final payment of 15% will not be made until DHSEM verifies that all activities are complete. All payments shall be made on an actual cost reimbursement basis.

C. Contracts: All requests for proposals/bids, sole–source procurements, single vendor responses to a competitive bid, and contracts require DHSEM pre–approval prior to implementation. The relevant contract must accompany requests for reimbursement for contractual services.

D. Local Match: Local matching funds must clearly support the source, the amount, and the timing of all matching contributions. When requesting reimbursement, the match percentage must be shown on each invoice. Copies of proof of payment, invoices, receipts, purchase orders, timesheets with name/wage/hours, cost allocation, general ledger, warrants, etc., must be submitted as a backup for the match.

E. Non-reimbursable Expenses:

- Transfer of funds between any programs. Contracts, single vendor response to a competitive bid, sole source contracts, and any procurement documentation not pre-approved by DHSEM.
- Training and related travel costs not pre-approved by DHSEM.
- 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, and 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.
- Standalone working meals.
- Bar charges, alcoholic beverages.
- Finance, late fees, or interest charges.
- Lobbying, political contributions, and legislative liaison activities.
- Organized fundraising, including salaries of persons while engaged in these activities.
- 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.

F. **Payment Conditions.** The sub-recipient must certify that in requesting and accepting a sub-grant payment, they have spent those funds on eligible expenditures; that the work performed was within the scope of work allowed for specific projects; and that all records pertinent to specific projects will be retained for at least the periods required under record retention regulation requirements from the closeout of the last project. The period of record retention for grant and financial data is three years if state funds are paid.

G. Delays and Denial of Payment. Reasons for delays in FEMA processing of payment requests include, but are not limited to, the following:

- Vendor identification number is missing or incorrect;
- Disaster and project number is missing;
- Period of performance (POP) listed is incorrect;
- Service delivery dates do not agree with invoices or outside of contract period;
- Dollar amount on forms do not agree;
- Mathematical errors;
- Full address of sub-grantee is not included;
- Sub-recipient did not provide required back-up documentation; or

Reasons for NMDHSEM declining payment requests include, but are not limited to, the following:

- The POP has expired;
- The amount exceeds the remaining funding available for disbursement prior to the final financial and program compliance reviews (the hold or funding retention amount);
- Request for payment requires a state and/or budget amendment, and cannot be processed until the amendment request is received/approved;
- The reimbursement requested is for an activity outside of the approved scope of work;
- Forms are not signed by an authorized person, or are signed by only one signatory;
- Reimbursement of awarded funds have been suspended due to a non-compliance issue such as failure to submit quarterly reports; or
- Reimbursements of awarded funds have been suspended due to noncompliance activities.

Sub-recipients can reduce the likelihood of delays in processing of payment requests by checking for accuracy prior to submission.

ARTICLE 3: AUDITING AND REPORTING REQUIREMENTS

A. Quarterly Reports. In accordance with 2 C.F.R. § 200.328, the Applicant shall submit quarterly reports to the NMDHSEM beginning with the first full quarter after the signature date on the Sub-recipient Grant Agreement. The NMDHSEM will provide sub-recipient a form for this report. Quarterly reports are due no later than the 15th of the month following the end of the quarter - January 15, April 15, July 15, and October 15.

In order that NMDHSEM may adequately evaluate the progress and status of each sub-grant, quarterly reports shall contain a description of the work accomplished to date, the methods and procedures used, the anticipated completion date, a summary of all project costs to date, and other such information as may be of assistance in its evaluation of the project.

Reports shall be sent to the Department of Homeland Security & Emergency Management, Recovery Unit, P.O. Box 27111, Santa Fe, NM 87502, or electronically to DHSEM.mitigation@dhsem.nm.gov.

B. Additional Reporting Requirements. The sub-recipient must immediately report in writing to the NMDHSEM Mitigation Unit any alleged acts or allegations of fraud or misappropriation of funds for work authorized under this Sub-recipient Grant Agreement. This extends to reporting any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized project. Additional reporting and financial reconciliation requirements may also be requested at

NMDHSEM and FEMA's request. Failure to comply with these requests may jeopardize funding and may be a breach of this Sub-recipient Grant Agreement.

C. Enforcement. The NMDHSEM may suspend drawdowns, impose other special conditions, or take other authorized action pursuant to 2 C.F.R. § 200.339 (Remedies for Noncompliance) if the sub-recipient does not submit accurate and timely reports. This may include, among other things, the administrative closeout of a grant and/or any projects under a grant when the sub-recipient is not responsive to reasonable efforts NMDHSEM makes to collect required reports needed to complete closeout. Administrative closeout is a unilateral mechanism by NMDHSEM to move forward with project or grant closeout using available grant information in lieu of final reports. This can require NMDHSEM to make cash or cost adjustments and ineligible cost determinations, which may result in identifying a debt owed to FEMA and/or NMDHSEM.

D. Financial Procedures. The sub-recipient agrees to maintain financial procedures and support documents and to establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principles or as directed by the Governor's Authorized Representative, to account for the receipt and expenditure of funds under this Agreement. If applicable, RECIPIENT / SUBGRANTEE shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. § 7501 et. seq., 44 C.F.R. Part 14, 2 C.F.R. Part 200, 0MB Circular A-133, "Audits of States, Local Governments, and Non-profit Organizations," and applicable New Mexico laws, rules and regulations. Further, sub-recipient must provide a hard copy of the Single Audit Report within sixty (60) days of the close of its fiscal year. Otherwise, pursuant to 44 C.F.R. § 13.43, NMDHSEM may withhold or suspend payments under any grant award.

The sub-recipient shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the three-year period, the records shall be retained until the litigation or audit findings have been resolved.

E. Authorizing Statute. This award is made under the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) (codified as amended at 42 U.S.C. §§ 5121-5207) (Stafford Act), in accordance with 44 C.F.R. § 206.44.
All scopes of work and costs approved as a result of this Sub-recipient Grant Agreement, whether as estimates or final costs approved through subawards, PWs, or otherwise, will incorporate by reference the terms of this Sub-recipient Grant Agreement and must comply with applicable laws, regulations, policy, and guidance in accordance with this Sub-recipient Grant Agreement.

Pursuant to Executive Order 13858 Strengthening Buy-American Preferences for Infrastructure Projects, FEMA encourages recipients to use, to the greatest extent practicable and consistent with the law, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in Public Assistance and HMGP eligible public infrastructure repair and construction projects affecting surface transportation, ports, water resources including sewer and drinking water, and power. Such preference must be consistent with the law, including cost and contracting requirements at 2 C.F.R. Part 200.

F. Additional Terms and Conditions. The following additional sub-grant agreement documents are fully incorporated into this Sub-recipient Grant Agreement and thereby constitute additional terms and conditions of this agreement.

- The Stafford Act, its implementing regulations contained in Title 44 of the C.F.R., and FEMA policy and guidance.

- **Hazard Mitigation Assistance Guide (March 2023)**
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth at 2 C.F.R. Parts 200 and 3002.
- Attachment 1 United States Department of Homeland Security (USDHS) Standard Terms and Conditions (January 24, 2022) in effect on the date of the Declaration, which are incorporated by reference into this Sub-recipient Grant Agreement
- Attachment 2 Reimbursement Checklist
- Attachment 3 Glossary and Definitions
- Attachment 4 Acronyms

ARTICLE 4: SCOPE OF WORK

A. As authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), as amended (42 U.S.C. § 5121 et seq.), and Section 662 of the Post Katrina Emergency Reform Act of 2006, as amended (6 U.S.C. § 762), the **County of Dona Ana** has been awarded funds to install a detention pond that will be constructed on approximately 1.5 acres of vacant property in a low-lying area. The detention pond will be 10 feet deep, and store the entire 24-hour, 100-year volume of runoff from the contributing watersheds. The pond will be equipped with a concrete vault box with 9''x9'' inverted drain ports around the perimeter that will serve as the structure's water quality feature. This structure will remove trash and debris while sending clean water through a 42'' storm drain underneath County maintained roads for approximately 850' into an existing County operated and maintained pond downstream of the community. The proposed structure will also be equipped with an emergency spillway to pass larger storms with mitigated impacts to the surrounding community. Funds shall be utilized as outlined in the approved budget as awarded by FEMA on **April 21, 2025.** The Sub Recipient shall match the Federal Award Amount of **$1,776,840.93,** with a local jurisdictional amount of **$592,280.31,** for a total project cost of **$2,369,121.24.** All work performed pursuant to this agreement must comply with the approved FEMA application. All work must be completed within the performance period, between **April 21, 2025 – May 14, 2028.** The **County of Dona Ana** 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 the **County of Dona Ana.**

B. 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–Recipient 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 5: PUBLICATIONS

A. Publications created with funding under this grant shall prominently contain the following statement or a DHSEM pre-approved modification: **This Document was prepared under a sub-grant from the FEDERAL EMERGENCY MANAGEMENT AGENCY 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 Federal Emergency Management Agency and the New Mexico Department of Homeland Security and Emergency Management.**

ARTICLE 6: PERFORMANCE PERIODS

The performance period for this sub-grant award is **April 21, 2025 – May 14, 2028.** Further, all personnel-related grant activity must be completed between **April 21, 2025 – May 14, 2028.** 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**.

ARTICLE 7: RECOVERY OF FUNDS FOR DUPLICATION OF BENEFITS AND INELIGIBLE ACTIVITIES

A. Ineligible Activities. The FEMA and/or NMDHSEM may disallow costs and recover funds based on the results of the audit or review during or after the performance of the award to ensure compliance with the terms of the Sub-recipient Grant Agreement and award document. The FEMA and/or NMDHSEM is required to recover funds when the sub-recipient has ineligible underruns (for example, actual costs for a PA large project are less than the amount awarded based on initial estimates); knowingly or negligently withholds or misrepresents material information; fails to complete work and comply with the terms of this Sub-recipient Grant Agreement or the approved award; expends federal funds in error; or incurs costs that are unreasonable or otherwise disallowed. If, after exhaustion of appeal rights, FEMA and/or NMDHSEM determines a debt is owed, the State has 30 days to resolve the amount owed before the debt is referred to the FEMA Finance Center for collection. The State may do so by directly paying FEMA. The State may also deposit the amount owed directly into the applicable subaccount in the U.S. Health and Human Services (HHS)/Smartlink and notify FEMA when it has reimbursed that subaccount, after which FEMA will de-obligate that amount in the subaccount. Alternatively, the sub-recipient may request to substitute unallowable costs for other costs that are allowable (e.g., necessary, allocable, and reasonable under the same award and have not yet been reimbursed by FEMA).

B. Duplication of Benefits. In accordance with the provisions of 42 U.S.C. § 5155 (Section 312 of the Stafford Act), duplication of benefits is prohibited. The NMDHSEM must take all actions necessary and reasonable to ensure that all who receive federal assistance are aware of their responsibility to repay federal assistance that is duplicated by amounts available from insurance or any other source for the same purpose. The FEMA and/or NMDHSEM may at any time, pre-award or post-award, adjust the level of funding provided to account for financial assistance provided from any other source for the same purpose as the federal assistance or to account for benefits available for the same purpose from another source, irrespective of whether they are actually received. The sub-recipient shall notify NMDHSEM, as soon as practicable, of the existence of any insurance coverage for the costs identified in the application and of any entitlement to or recovery of funds from any other source for the project costs, including Small Business Administration funding, United States Department of Agriculture (USDA), and other Federal, State, and private funding. The amount of duplicate sources available shall reduce allowable costs. The sub-recipient shall be liable to NMDHSEM to the extent that the sub-recipient receives duplicate benefits from any other source for the same purposes for which the sub-recipient has received payment from the NMDHSEM.

C. Cooperation. The NMDHSEM agrees, on its behalf and on behalf of its political subdivisions and others that receive federal assistance, to cooperate with the Federal Government in seeking recovery of federal assistance against any party or parties whose intentional acts or omissions or whose negligence or other tortious conduct may have caused or contributed to the damage or hardship for which federal assistance was provided under this Sub-recipient Grant Agreement. If applicable, FEMA will treat recovered funds as duplicated benefits available to NMDHSEM/sub-recipient in accordance with Section 312 of the Stafford Act (codified as amended at 42 U.S.C. § 5155).

D. NMDHSEM Responsibilities. The NMDHSEM is responsible for recovering federal assistance expended in error, misrepresentation, fraud, or for otherwise disallowed or unused costs.

- **a.** The NMDHSEM must notify FEMA of any potential debt resulting from federal funds expended in error, misrepresentation, or fraud or for costs otherwise disallowed or unused.

- **b.** The NMDHSEM must report all cases of suspected fraud to the USDHS Office of Inspector General, cooperate with any investigation conducted by the USDHS Office of Inspector General, and cooperate with FEMA regarding any and all lawsuits that may result from the NMDHSEM or FEMA's attempt to recover funds or disallow costs.

E. Statute of Limitations. The 3-year statute of limitations limiting FEMA's ability to initiate an administrative action to recover funds paid as provided for in Section 705(a) of the Stafford Act (codified as amended at 42 U.S.C. § 5205(a)) begins with:

- **a. Initiation of an Administrative Action to Recover Payment.** The initiation of an administrative action to recover payment includes FEMA's written notice to the NMDHSEM or a sub-recipient of a questioned or disallowed cost or improper payment (including a request for information concerning such cost or payment) and written notice to the NMDHSEM or a sub-recipient of a FEMA or 3rd party review or audit.

F. Refunds, Rebates, and Credits. The NMDHSEM must transfer to FEMA the appropriate share, based on the federal support percentage, of any refund, rebate, credit, or other amounts arising from the performance of this Sub-recipient Grant Agreement. The NMDHSEM must take necessary action to collect all monies due promptly or which may become due and, if applicable, to cooperate with the Federal Government in any claim or suit in connection with amounts due.

G. Non-Compliant Sub-recipients. As per 2 C.F.R. §§ 200.207, 200.303(d) and 200.338(A-F), NMDHSEM can selectively use any or all the following remedies and prompt actions for non-compliance with any term of an award to include audit finding(s):

- **a.** Increased monitoring of projects and required additional financial and performance reports.
- **b.** Disallow the advance payment process.
- **c.** Temporarily withhold payments pending correction of the deficiency.
- **d.** Disallow or deny the use of funds and matching credit for all or part of the cost of the activity or action not in compliance.
- **e.** Request FEMA to entirely or partially de-obligate funding for a project.
- **f.** Temporarily withhold payments pending correction of the deficiency by the sub-recipient.
- **g.** Withhold further awards for the grant program.
- **h.** Take other programmatic or legally available remedies.

ARTICLE 8: CONSTRUCTION REQUIREMENTS

A. The NMDHSEM must ensure that all applicable federal, state, and local permits and approvals are obtained and all permit conditions are addressed before the start of any construction activity, including FEMA and NMDHSEM/sub-recipient compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other applicable environmental laws and executive orders. All construction should be in accordance with approved permits, project plans and specifications, applicable building codes, and program guidance.

ARTICLE 9: NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)/ENVIRONMENTAL PLANNING AND HISTORIC PRESERVATION (EHP) COMPLIANCE

A. The sub-recipient must provide information to FEMA on 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 the 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 sub-recipient must comply with all federal, state, local, tribal, and territorial EHP requirements and obtain applicable permits and clearances. See FEMA Policy: Grant Program Directorate Environmental Planning and Historic Preservation, FEMA Policy #108-023-1, Revision 2 for more information.

B. Sub-recipients shall not undertake any activity from the project that would result in ground disturbance, facility modification, or related 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, modifications to buildings that are 50 years old or older, construction projects inside buildings less than 43 years old, and exercises. The sub-recipient must comply with all mitigation or treatment measures required for the project due to FEMA's EHP review. An EHP Screening Form does not need to be provided for exercises planned to take place at previously approved facilities, such as fire and police academies, search and rescue training facilities, and explosive testing centers. Any exercise that requires land, water, vegetation disturbance, or building of temporary structures must undergo an EHP review.

C. Any change to an approved project description will require re-evaluation to comply with EHP requirements before proceeding. If ground-disturbing activities occur during project implementation, the sub-recipient must ensure monitoring of ground disturbance. If any potential archeological resources are discovered, the sub-recipient will immediately cease construction in that area and notify NMDHSEM, FEMA, and the New Mexico Historic Preservation Division. 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 10: PROPERTY AND EQUIPMENT MANAGEMENT

A. The sub-recipient will follow the property standards articulated in 2 C.F.R. § 200.310 through 2 CFR 200.316. The sub-recipient shall, when practical, prominently display the following on any equipment purchased with award funds: **PURCHASED WITH FUNDS PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.** 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.

B. The subrecipient will follow the property standards articulated in 2 C.F.R. § 200.310 through 2 C.F.R. § 200.316. The subrecipient 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 NMDHSEM 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 subrecipient shall, when practical, prominently display the following on any equipment purchased with award funds: Purchased with funds provided by the FEDERAL EMERGENCY MANAGEMENT AGENCY. No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from NMDHSEM prior to the jurisdiction's encumbrance or expenditure for that equipment.

C. Any disposition of property or equipment must be in accordance with 2 C.F.R. § 200.313(e) and pre-approved by FEMA through NMDHSEM.

ARTICLE 11: SUBRECIPIENT MONITORING POLICY

A. In accordance with 2 C.F.R. § 200.328, NMDHSEM may periodically monitor a sub-recipient's projects to ensure that program goals, objectives, timelines, budgets, and other related program criteria are being met. The NMDHSEM reserves the right to periodically review and conduct an analysis of the sub-recipient's financial, programmatic, and administrative policies and procedures. This monitoring may include a 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, the progress of project activities, etc. This may include unscheduled desk audits and field inspections. The sub-recipient shall accommodate all such requests within reason. If the sub-recipient encounters any unanticipated problem with the Scope of Work, allowed costs, procurement, permitting, or other difficulty, the sub-recipient must communicate that problem to NMDHSEM promptly. Work on affected projects must be suspended until the problem is resolved. Technical assistance is available from NMDHSEM staff.

B. The sub-recipient will immediately, no later than 24-hours upon notice, report to NMDHSEM allegations of wrong-doing on the part of any contractor, sub-contractor, agent or employee of the sub-recipient, or other interested party in reference to the work authorized under this Sub-recipient Grant Agreement. This extends to any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized project.

ARTICLE 12: PROCUREMENT

A. Procurement shall comply with all federal, state, and local procurement requirements including 2 C.F.R. § 200.320 and the New Mexico Procurement Code for expenditure of funds under this Agreement. The sub-recipient must conform to applicable state and federal law and the Procurement Standards Sections 2 C.F.R. § 200.317-327, and Appendix II to Part 200. 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.

B. When procuring property and services under this agreement, the sub-recipient will follow 2 C.F.R. § 200.318 through 2 C.F.R. § 200.326 and Appendix II. The sub-recipient must use its own documented procurement procedures which reflect applicable state, local, tribal, and territorial laws, and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. § 200. As such, the sub-recipient must use one of the methods of procurement identified in 2 C.F.R. § 200.320.

C. Also, per 2 C.F.R. § 200.318(i), subrecipients are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Examples of the types of documents that would cover this information include but are not limited to:

- **a.** Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- **b.** Responses to solicitations, such as quotes, bids, or proposals;
- **c.** Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;

- **d.** Contract documents and amendments, including required contract provisions; and
- **e.** Other documents required by federal regulations applicable at the time a subgrant is awarded to a subrecipient.

D. Procurement from Minority Owned and Women Owned Business is encouraged and must be tracked and reported to NMDHSEM on the quarterly reports. 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 NMDHSEM.

E. The sub-recipient will follow the property standards articulated in 2 C.F.R. § 200.310 through 2 C.F.R. § 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. Property and equipment records shall be maintained for a period of three years following the final disposition, replacement or transfer of the property and equipment.

ARTICLE 13: CONTRACTS

A. 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.

B. Any contract shall comply with the requirements of Procurement Standards Sections of 28 C.F.R. Parts 66 and 70, 2 C.F.R. Part 200 and OMB Circulars A–102 "Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments" for expenditure of Federal funds under this Sub-recipient Grant Agreement. Applicants shall submit procurement and contracts to NMDHSEM for review prior to approval. Contracts for professional services must meet applicable local, state, and federal requirements. All contractors must be licensed in New Mexico for the type of work that is required. Prior to any contracted work beginning, the sub-recipient shall provide NMDHSEM with a copy of the contractor's license. Contract work must not exceed the scope of work and PW awarded amount prescribed by FEMA, unless requested through a scope of work change and approval from FEMA.

C. Any contract entered during this sub-grant period shall comply with local, State, and Federal government contracting regulations. Professional and consultant services contracts must include local, State, and Federal government-required contract language, a project budget, SOW, and a pay schedule. ***All contracts require pre-approval by DHSEM prior to execution.*** 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 marketplace. Detailed invoices and time and effort reports are required for consultants.

ARTICLE 14: COMPETITION AND CONFLICTS OF INTEREST

A. Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. The FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a subrecipient develop its grant application, project plans or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

B. Under this prohibition, unless the subrecipient solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees. Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

- **a.** Placing unreasonable requirements on firms for them to qualify to do business;
- **b.** Requiring unnecessary experience and excessive bonding;
- **c.** Noncompetitive pricing practices between firms or between affiliated companies;
- **d.** Noncompetitive contracts to consultants that are on retainer contracts;
- **e.** Organizational conflicts of interest;
- **f.** Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- **g.** Any arbitrary action in the procurement process.

C. Per 2 C.F.R. § 200.319(c), the subrecipient must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, tribal, or territorial geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. **When contracting for architectural and engineering services, geographic location may be a selection criterion, provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.**

D. Under 2 C.F.R. § 200.318(c)(1), the subrecipient is required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The non-federal entity's officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, subrecipient entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

E. Under 2 C.F.R. § 200.318(c)(2), if the subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local, tribal or territorial government, the subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or NMDHSEM in accordance with applicable FEMA policy.

ARTICLE 15: CONTRACTS

A. Contracts for professional and consultant services executed during this grant period must include federal, state, local, tribal, and territorial government-required contract language and a project budget and require pre-approval by NMDHSEM 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 marketplace. Detailed invoices and time and effort reports are required for consultants. *See* 2 C.F.R. § 200.1, 2 C.F.R. § 200 Appendix II to Part 200.

ARTICLE 16: AUDIT REQUIREMENTS

A. As a 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 the Single Audit described in 2 C.F.R. § 200.501. The sub-recipient will permit state or federal officials and auditors to have access to sub-recipient and contractor records and financial statements as necessary for the state to comply with 2 C.F.R. § 200.501. Copies of audit findings must be submitted to NMDHSEM within 30 days after the sub-recipient receives its audit report, or within a 9-month period of the grant closeout date, whichever is earlier. Include the federal agency name, program, grant number, the CFDA title and number, and the name of the pass-through agency (NMDHSEM) in all documents.

ARTICLE 17: RECORDS RETENTION

A. Records Retention.

a. **State Requirement.** The State must retain records for three years after all projects are complete and the federal disaster is formally closed out, except in certain rare circumstances described in 2 C.F.R. § 200.334 (Retention requirements for records), from the date it submits the final Federal Financial Report (SF-425) to FEMA in compliance with 2 C.F.R. § 200.334. If FEMA administratively closes the grant where no final SF-425 was submitted, FEMA uses the date the grant was administratively closed as the start date for the three-year record retention period.

b. **Sub-recipient Requirement.** The sub-recipients must retain project or subaward records for at least three years from the date that the NMDHSEM submits to FEMA the final expenditure report for a project or subaward. If, however, there is any litigation, claim, negotiation, audit, request for information, or other action involving the project or subaward that starts before that date, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the three-year period, whichever is later.

c. The sub-recipient will follow the record retention and access standards articulated in 2 C.F.R. § 200.333 through 2 C.F.R. § 200.337. The grant financial and administrative records shall be maintained for a period of three 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 years following the final disposition, replacement or transfer of the property and equipment.

d. The sub-recipient will be required to maintain project records until the expiration of the appropriate retention period. This includes records related to Management Costs, procurement, contracting, accounts payable, engineering, inventory, force account (materials, labor, and equipment), insurance settlements or other records related to the project scope of work. Retention procedures are outlined in the Hazard Mitigation Assistance Grant Programs Administrative Plan.

ARTICLE 18: CHANGES TO AWARD

A. In keeping with 2 C.F.R. § 200.308, the subrecipient must report deviations from the approved budget, project or program scope, or objective(s) in accordance with 2 C.F.R. § 200.329. The subrecipient must request prior approvals for budget and program plan revisions in accordance with this section. The subrecipient must request prior written approval for the following program and budget-related reasons:

  a. Change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval).
  b. Change in key personnel (including employees and contractors) that are identified by name or position in the Federal award.
  c. The disengagement from a project for more than three months, or a 25 percent reduction in time and effort devoted to the Federal award over the course of the period of performance, by the approved project/program director.
  d. The inclusion, unless waived by the Federal agency, of costs that require prior approval in accordance with 2 C.F.R. Subpart E as applicable.
  e. The transfer of funds budgeted for participant support costs to other budget categories.
  f. Subaward activities not proposed in the application and approved in the Federal award or NMDHSEM sub-grant agreement.
  g. Changes in the total approved cost-sharing amount.
  h. The need arises for additional Federal funds to complete the project.
  i. Transferring funds between the construction and non-construction work under a Federal award.
  j. A no-cost extension (meaning, an extension of time that does not require the obligation of additional Federal funds) of the period of performance

B. All change requests must be submitted either in writing or electronically to the NMDHSEM contact for review 90 days before this Sub-recipient Grant Agreement is terminated. A justification narrative and a budget and spending plan must accompany all change requests. 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 Sub-recipient Grant Agreement have otherwise been met at the time of the request. If approved by NMDHSEM and FEMA, changes in the programmatic activities, the purpose of the project, key personnel specified on the grant award, contractual services for activities central to the purposes of the award, change in the project site, or release of special conditions, will result in an amendment to this award. Requests for changes must be formally submitted to NMDHSEM and FEMA.

C. Changes to this Sub-recipient Grant Agreement will be made via a Sub-recipient Grant Agreement Amendment. The NMDHSEM will prepare each Amendment when needed. No Sub-recipient Grant Agreement Amendment is valid until fully executed.

ARTICLE 19: REMEDIES FOR NONCOMPLIANCE

A. 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. The NMDHSEM 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 establishing additional prior approvals. The

NMDHSEM 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 the timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The sub-recipient must respond within five days of receipt of notification.

- **a.** Unwillingness or inability to attain project goals or scope of work.
- **b.** Unwillingness or inability to adhere to Special Conditions of this Sub-recipient Grant Agreement.
- **c.** Failure or inability to adhere to grant guidelines and federal compliance requirements.
- **d.** Improper procedures regarding contracts and procurements.
- **e.** Failure to submit reliable and/or timely reports.
- **f.** Fiscal management which does not meet reasonable professional standards.
- **g.** Failure or inability to adhere to the terms and conditions of this Sub-recipient Grant Agreement.
- **h.** Unwillingness or inability to obtain permits required by law to perform the eligible work.
- **i.** Noncompliance with any and all federal, state, local, and tribal grant requirements.

B. The NMDHSEM shall notify the sub-recipient of any non-compliance issues in writing and shall attempt to arrive at a resolution in a timely and reasonable fashion. If corrective action is required, NMDHSEM and the sub-recipient shall determine a timeline and landmarks for remediation. The NMDHSEM may require additional detailed financial reports or additional project monitoring. The ultimate penalty for non-compliance with the terms and conditions of this Sub-recipient Grant Agreement is for payments to be withheld or for the award to be suspended or terminated. The sub-recipient agrees to make restitution if necessary.

C. The NMDHSEM may take action as it determines appropriate under the circumstances, including but not limited to withholding of payments, disallowance of costs, suspension or termination of the award if the sub-recipient fails to comply with applicable Federal and State statutes, regulations, or the terms of this Sub-recipient Grant Agreement pursuant to 2 C.F.R. § 200.339.

D. Nothing in this section abrogates the sub-recipient’s right of appeal.

ARTICLE 20: TERMINATION

A. For Cause: In compliance with 2 C.F.R. § Part 200.340(a)(1), the award may be reduced or terminated without compensation for reduction or termination costs if performance is not occurring as agreed. The NMDHSEM will provide five days' notice to the subrecipient stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. The NMDHSEM will reimburse the subrecipient 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 NMDHSEM until completion of a final NMDHSEM review. Disposition of any equipment acquired under a terminated grant must be in accordance with 2 C.F.R. § 200.313(e).

B. For Convenience: In compliance with 2 CFR Part 200.340(a)(4), this Agreement may be terminated without cause by the subrecipient upon written notice setting forth the reasons for such termination and the effective date 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 termination date. Any project may be terminated upon convenience, in whole or in part, for the convenience of the subrecipient. However, a partial termination notification must specify the portion of the project which is to be terminated. Allowable costs obligated and/or incurred through the termination date shall be reimbursed. Disposition of any equipment acquired under a terminated grant must be in accordance with 2 C.F.R. § 200.313(e).

ARTICLE 21: CLOSEOUT OF SUB-GRANT

A. Closeout of Projects. Per 2 C.F.R. § 200.344, sub-recipients must submit all costs and supporting documentation for completed projects. The NMDHSEM will review and verify all costs and supporting documents to validate compliance. Failure to comply will result in the project's de-obligation. The NMDHSEM will close each sub-recipient file once it has conducted a full review and approval of all supporting documents for compliance, all projects are completed, and project activity is closed out.

  a. Management Costs. Management Costs will be used for internal staff salaries, contractor payments and other support costs associated with this grant. This will be in accordance with all laws, rules, and FEMA regulations. Management Costs will be processed in accordance with the Hazard Mitigation Assistance Program and Policy Guide.

The NMDHSEM commits to the closeout of all grants regardless of the availability of management costs.

ARTICLE 22: SPECIAL CONDITIONS

A. The terms of this Sub-recipient Grant Agreement are contingent upon sufficient appropriations and authorizations being made by the USDHS FEMA under the Robert T. Stafford Disaster Relief and Emergency Assistance Act U.S.C. §§ 5121-5207. If sufficient appropriations and authorizations are not made by FEMA this Sub-recipient Grant Agreement shall terminate immediately upon written notice being given by NMDHSEM to the sub-recipient. The decision of NMDHSEM shall be final.

B. If NMDHSEM proposes an Amendment to the Sub-recipient Grant Agreement to unilaterally reduce funding, the sub-recipient shall have the option to terminate the Sub-recipient Grant Agreement or agree to the reduced funding within 30 days of receipt of the proposed Amendment.

C. Each party shall be solely responsible for fiscal or other sanctions occasioned because of its own violation of requirements applicable to the performance of this Sub-recipient Grant Agreement. Each party shall be liable for its own actions or inactions in accordance with state law, and nothing herein shall be deemed a waiver, indemnity, or otherwise create or effect liabilities between the parties.

D. The grant award amount is a funding allocation and is not to be interpreted as expenditure authorizations or approvals.

E. All awarded projects must be planned for, conducted, budgeted, and expended within the designated performance period.

F. Quarterly financial and progress reports within the POP are due on October 15, January 15, April 15, and July 15. Final reports are due 15 days after the end of POP.

G. All revision requests must be reviewed and approved by NMDHSEM staff. All requests must meet the original scope of the project which may result in a sub-recipient grant amendment.

H. A revision of a project's SOW must be pre-approved by NMDHSEM staff before the jurisdiction can proceed with the request for approval process. If the revision is approved, NMDHSEM staff may request additional documentation to proceed with a recommendation to NMDHSEM Leadership for final approval.

I. The beneficiary of this award is solely responsible for all expenditures that are incurred outside of the award performance period. All expenditures that are incurred above and beyond the amount of this Sub-recipient Grant Agreement are the sole responsibility of the sub-recipient of this award.

J. Procurement from Minority-Owned and Women-Owned Businesses is encouraged and must be tracked and reported to NMDHSEM on the quarterly reports.

K. Upon completion of all awarded projects, any remaining funds will be de-obligated and reverted to NMDHSEM for return to FEMA.

L. NMDHSEM will determine extensions due to exigent or emergency circumstances on a case-by-case basis.

State of New Mexico
Department of Homeland Security & Emergency Management
P.O. Box 27111
Santa Fe, NM 87502

The acceptance of a subgrant from the United States and the State of New Mexico creates a legal duty and obligation on the part of the sub-recipient 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. By signing this obligating award document, the sub-recipient certifies it has read, understood, and accepted these documents as binding.

SUB-RECIPIENT GRANT AGREEMENT
Signatures of Acceptance

SUB-GRANT NO:	**DR-4652-0004-NM**		
JURISDICTION GRANT PROGRAM MANAGER PRINTED NAME: Michael Garza			
OFFICIAL SIGNATURE:		**DATE:**	
CONTACT NUMBER:	575-525-5563	**E-MAIL ADDRESS:**	michaelg@donaana.gov
JURISDICTION CHIEF FINANCIAL OFFICER PRINTED NAME: Asma Dawood			
OFFICIAL SIGNATURE:		**Date:**	
CONTACT NUMBER:	575-525-5974	**E-MAIL ADDRESS:**	asmad@donaana.gov
JURISDICTION SIGNATORY OFFICIAL PRINTED NAME: Scott Andrews			
OFFICIAL SIGNATURE:		**DATE:**	
CONTACT NUMBER:	575-525-5803	**E-MAIL ADDRESS:**	scotta@donaana.gov
NMDHSEM MITIGATION PROGRAM BUREAU CHIEF PRINTED NAME:			
NMDHSEM MITIGATION PROGRAM BUREAU CHIEF OFFICIAL SIGNATURE / DATE:			
NMDHSEM GRANTS MANAGEMENT BUREAU CHIEF PRINTED NAME:			
NMDHSEM GRANTS MANAGEMENT BUREAU CHIEF OFFICIAL SIGNATURE / DATE:			
NMDHSEM DEPUTY CABINET SECRETARY OFFICIAL PRINTED NAME:			
NMDHSEM DEPUTY CABINET SECRETARY OFFICIAL SIGNATURE / DATE:			

Sign and email to DHSEM.MITIGATION@DHSEM.nm.gov

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ATTACHMENT 1
FY 2024 U.S. Department of Homeland Security Terms and Conditions
Version 3 dated April 4, 2024

The Fiscal Year (FY) 2024 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2024 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal awards that may involve continuation awards made in subsequent FYs, these FY 2024 DHS Standard Terms and Conditions will apply to the continuation award unless otherwise specified in the terms and conditions of the continuation award. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2024 DHS Standard Terms and Conditions are maintained on the DHS website at https://www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

- **Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications**
  Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

- **General Acknowledgements and Assurances Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10.**
  All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.
  Recipients must cooperate with any DHS compliance reviews or compliance investigations.

  Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel.

  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 required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance.

  Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs- civil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool | Homeland Security.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

- **Standard Terms & Conditions**

  Acknowledgement of Federal Funding from DHS

  Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

  Activities Conducted Abroad

  Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

  Age Discrimination Act of 1975

  Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 *et seq*.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

  Americans with Disabilities Act of 1990

  Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

  Best Practices for Collection and Use of Personally Identifiable Information

  Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines 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. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

  Civil Rights Act of 1964 – Title VI

  Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d *et seq*.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

  Civil Rights Act of 1968

  Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 *et seq*.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the

U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Copyright
Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Debarment and Suspension
Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Drug-Free Workplace Regulations
Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Duplicative Costs
Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 *et seq*.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Energy Policy and Conservation Act
Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq*.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this

Act.

False Claims Act and Program Fraud Civil Remedies
Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Federal Debt Status
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Federal Leadership on Reducing Text Messaging while Driving
Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

Fly America Act of 1974
Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Hotel and Motel Fire Safety Act of 1990
Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

John S. McCain National Defense Authorization Act of Fiscal Year 2019
Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327,200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help- department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Lobbying Prohibitions
Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds

provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq*.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.

Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 *et seq*. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R.

Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Rehabilitation Act of 1973
Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Reporting of Matters Related to Recipient Integrity and Performance
If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Reporting Subawards and Executive Compensation
For federal awards that equal or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials
Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers
When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these

requirements.

(a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

  (1) applying the domestic content procurement preference would be inconsistent with the public interest;
  (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
  (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

Definitions
The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

SAFECOM
Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

Terrorist Financing
Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

Trafficking Victims Protection Act of 2000 (TVPA)
Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106- 386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

Universal Identifier and System of Award Management
Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

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ATTACHMENT 2
Reimbursement Checklist

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)

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 signup 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?

OTHER:

- ☐ If EHP form needed – has copy of it and approval from USDHS/FEMA been included?

MATCHING FUNDS (IF APPLICABLE)

- ☐ 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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ATTACHMENT 3
Glossary and Definitions

Applicant: When an entity applies for PA funding, it is the **Applicant**. Once the Applicant receives funding, it is either the **recipient, pass-through entity,** or a **sub-recipient**.

Authorized Equipment List (AEL): The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs.

Backfill: The act of filling a position left by another employee who has been moved to another role.

Cost Match: Recipient or sub-recipient contribution. This can be cash (hard match) or third party in-kind (soft match). 2 C.F.R. 200.306.

Cost Sharing or Matching: The portion of project costs not paid by federal funds or contributions (unless otherwise authorized by federal statute). 2 C.F.R. 200.1 Cost sharing or matching.

Declared fire: An uncontrolled fire or fire complex, threatening such destruction as would constitute a major disaster, which the FEMA Regional Administrator has approved in response to a state's request for a fire management assistance declaration and in accordance with the criteria listed in 44 C.F.R. 204.21. Fire Management Assistance Declaration Criteria.

Disallowed costs: Those charges to a federal award that the federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable federal statutes, regulations, or the terms and conditions of the federal award. 2 C.F.R. 200.1 Disallowed costs.

Demobilization: The process and procedures for deactivating, disassembling, and transporting back to their point of origin all resources that had been provided to respond to and support a declared fire.

Disaster: An emergency condition affecting all or part the state, overwhelming local resources, in which there is likely to be a significant recovery period. The Governor may request a Robert T. Stafford Act (Stafford Act) Disaster Declaration through FEMA, asking for the Public Assistance Program, Fire Management Assistance Program, Individual Assistance Program and Mitigation based upon known and estimated damage assessment data.

Disaster Recovery Reform Act of 2018 (DRRA): The DRRA represents the most comprehensive Emergency Management reform since the Post-Katrina Emergency Management Reform Act in 2006. It includes a larger and more reliable funding stream for pre-disaster mitigation, expanded assistance for individuals and households, and support for states, localities, tribes, and territories (SLTTs) to develop their own emergency management capabilities.

Emergency: A condition in which local and state emergency response agencies are overwhelmed by an incident to the point that federal assistance is needed. Unlike a disaster, an emergency does not have a recovery phase. The Governor may request a Stafford Act Emergency Declaration through FEMA, asking for the Public Assistance Program and/or Fire Management Assistance Grant.

Emergency Work: Work which must be done before, during and immediately after a disaster event to save lives and to protect improved property and public health and safety or to avert or lessen the threat of a major disaster. The FEMA Public Assistance emergency work Categories are:

- Category A (Debris Removal)
- Category B (Emergency Protective Measures)

Equipment: Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or $5,000. 2 C.F.R. 200.1 Equipment.

Expenditures: Charges made by a non-federal entity to a project or program for which a federal award was received. 2 C.F.R. 200.1 Expenditures.

Federal Award: The federal financial assistance that a recipient receives directly from a federal awarding agency or indirectly from a pass-through entity. 2 C.F.R. 200.1 Federal award.

Federal Emergency Management Agency (FEMA): The federal agency responsible for coordinating disaster recovery efforts in partnership with state, local, and tribal governments.

Federal Share: The portion of the federal award costs that are paid using federal funds. 2 C.F.R. 200.1 Federal share.

FEMA/State Agreement: A formal, legal document between FEMA and the state or a tribal government giving the understandings, commitments, terms, conditions, and timelines for assistance resulting from a federal disaster, emergency, or fire declaration, declared by the President.

Governor's Authorized Representative (GAR): The person designated by the Governor to execute all necessary documents for disaster assistance programs on behalf of the state and local grant recipients. The GAR is responsible for state compliance with the FEMA/State Agreement. The GAR may also be designated as the State Coordinating Officer.

Hazard Mitigation: Mitigation is the effort to reduce loss of life and property by lessening the impact of disasters.

Hazard Mitigation (Sections 404 and 406): Section 406 Mitigation measures are specific to the mechanism of the declared disaster and are an integral part of the reconstructed work on a facility or will protect or benefit the repaired portion of the facility. These are different from mitigation measures that are considered for eligibility under the Hazard Mitigation Grant Program (HMGP) of Section 404 of the Stafford Act. In the HMGP program, measures are proposed that may involve facilities other than those damaged by the disaster, new facilities, or even non-structural measures such as the development of floodplain management regulations.

Incident Period: The time interval during which the declared disaster occurs. The Regional Administrator, in consultation with the Governor's Authorized Representative and the Principal Advisor will establish the incident period. Generally, costs must be incurred during the incident period to be considered eligible.

The declaration designates the incident period. The incident period is the span of time during which the federally declared incident occurs. This period varies in length, depending on the incident.

Improved Project: When performing restoration work on a damaged facility, a sub-recipient may use the opportunity to make improvements to the facility. Projects that incorporate such improvements are improved projects. The improved facility must have the same function and at least the equivalent capacity as that of the pre-disaster facility. Federal funding for improved projects is limited to the lesser of the following: the federal share of the approved estimated costs to restore the damaged facility to its pre-disaster design and function or the federal share of the actual cost of completing the improved project.

The sub-recipient must obtain FEMA approval, via the NMDHSEM, for an improved project prior to construction.

Indirect Costs: Costs a recipient or sub-recipient incurs for a common or joint purpose benefitting more than one cost objective that are not readily assignable to the cost objectives specifically benefited.

Joint Field Office (JFO): A temporary facility established in or near a declared disaster area to serve as the field headquarters for FEMA, other federal and state recovery personnel, and serve as the focal point for federal disaster operations, direction, coordination, and information.

Large Project: An approved project estimated to cost the same as or more than the large project threshold amount. The large project threshold is a dollar amount adjusted annually to reflect changes in the Consumer Price Index for all urban consumers. The large project threshold amount, applicable to all projects, is the amount in effect on the declaration date of the disaster, regardless of when project approval is made or when the work is performed.

Management Costs: Management costs are any indirect costs, any direct administrative costs, and any other administrative expenses associated with the administration of HMA awards and subawards. Management costs are provided under HMGP, HMGP Post Fire, BRIC and FMA. For the Hazard Mitigation Grant Program (HMGP) and Hazard Mitigation Grant Program Post Fire (HMGP Post Fire), recipients will be reimbursed no more than 15% of the total amount of the award, of which not more than 10% may be used by the recipient and 5% by the subrecipient. Under HMGP and HMGP Post Fire, recipients' Administrative Plans must include procedures for monitoring and reporting on subrecipient management costs before receiving funding for management costs. For Building Resilient Infrastructure and Communities (BRIC) and Flood Mitigation Assistance (FMA), recipients may apply for a maximum of 10% of the total funds requested in their application cost estimate (federal and non-federal shares) for management costs to support the sub-applications included as part of their award. Subapplicants for BRIC and FMA may apply for a maximum of 5% of the total funds requested in a sub-application for management costs. Additional information is available in FEMA Policy #104-11-1, Hazard Mitigation Grant Program Management Costs (Interim).

Pass-through Entity: A non-federal entity that provides a subaward to a sub-recipient to carry out part of a federal program. 2 C.F.R. 200.1 Pass through entity (PTE).

Performance Period for Hazard Mitigation Assistance: The period of time stipulated in the Sub-recipient Grant Agreement, as amended, during which the sub-recipient must finish the approved work. Projects completed after the active Period of Performance deadline will be considered ineligible.

Quarterly Financial Progress Report: The information in this report is used by NMDHSEM to monitor sub-recipient cash flow, performance, and project implementation to ensure proper use of federal funds.

Recipient: Formally referred to as the grantee or sub-grantee or applicant. Federally Recognized Indian Tribal Governments may also be Recipients if they so desire and if they meet FEMA requirements.

Recovery Officer: Aids in the administration of disaster recovery grant programs for statewide disasters and emergencies. Coordinates and co-administers disaster recovery grant programs, ensuring that they are implemented and carried out according to state and federal program requirements.

Recovery Unit: This is the unit within the NMDHSEM Response and Recovery Bureau designated as responsible for the programmatic administration of the FEMA PA and FMAG Programs.

Recovery Unit Manager: Responsible for administering and supervising staff responsible for federal and state disaster recovery programs and serves as the Deputy State Coordinating Officer (SCO) for emergencies or major disaster declarations.

Response & Recovery Bureau Chief: Responsible for supervising staff responsible for federal and state disaster recovery programs and staff that provides operational response capabilities to support the citizens of New Mexico. This position also serves as State Coordinating Officer (SCO) for emergencies or major disaster declarations.

Request for Approval Form: Used by sub-recipient to request approval from NMDHSEM to expend funds for previously identified and approved projects. Approval must be received prior to expenditure.

Small Project: An approved project estimated to cost less than the large project threshold amount.

State Coordinating Officer (SCO): The person designated by the Governor to coordinate state and local disaster assistance efforts with those of the federal government. The GAR may also be the SCO. The Governor will name the GAR and the SCO in the FEMA/State Agreement.

Sub-recipient: Formally referred to as the sub-grantee or applicant, is a state agency, local government, tribal government, other legal governmental entity, or a private non-profit (PNP) organization that receives a sub-grant award and which is accountable to the state for the use of the funds provided. The FEMA reserves the final decision as to sub-recipient eligibility.

Supplanting: When a state or unit of local government reduces state or local funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity. When supplanting is not permitted, federal funds must be used to **supplement** existing state or local funds for program activities and may not replace state or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace state or local funding that is required by law. If a question of supplanting arises, the sub-recipient or grantee will be required to substantiate that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. US Department of Justice Office of Justice Programs, Grants 101.

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ATTACHMENT 4
Acronyms

AEL: Authorized Equipment List
AGAR: Alternate Governor's Authorized Representative
ASB: Administrative Services Bureau of NMDHSEM
CFDA: Catalog of Federal Domestic Assistance
DAC: Direct Administrative Costs
DOT: Department of Transportation
DPS: Department of Public Safety
DRRA: Disaster Recovery Refo1m Act of 2018
DSCO: Deputy State Coordinating Officer
DSIBD: Deputy State Infrastructure Branch Director
DSPAGS: Deputy State Public Assistance Group Supervisor
EMAC: Emergency Management Assistance Compact
EMMIE: Emergency Management Mission Integrated Environment
EMNRD: Energy, Minerals and Natural Resources Department
FEMA: Federal Emergency Management Agency
FFATA- Federal Funding Accountability and Transparency Act
FMAG - Fire Management Assistance Grant
GAR: Governor's Authorized Representative
IMAS: Intrastate Mutual Aid System
INF: Immediate Needs Funding
IOF: Initial Operating Facility
JFO: Joint Field Office
NSPO: Net Small Project Overrun
NMDHSEM: New Mexico Department of Homeland Security and Emergency Management
ONA: Other Needs Assistance
OMB: Office of Management and Budget
PA: Public Assistance
PAGS: Public Assistance Group Supervisor
PAPPG: Public Assistance Program and Policy Guide
PDA: Preliminary Damage Assessment
PDMG: Program Delivery Manager
PIO: Public Information Officer
PNP: Private Non-Profit
POP: Period of Performance
PW: Project Worksheet
QPR: Quarterly Progress Report
QFR: Quarterly Financial Report
R&R: Response & Recovery Bureau
REC: Record of Environmental Consideration
RO: Recovery Officer
RP A - Request for Public Assistance
SCO: State Coordinating Officer

SOW: Scope of Work
SHARE: New Mexico Statewide Human Resources, Accounting, and Management Reporting System
SIBD: State Infrastructure Branch Director
SPAGS: State Public Assistance Group Supervisor
SPAO: State Public Assistance Officer
USDHS: United States Department of Homeland Security
USFS: US Forest Service
VFO: Virtual Field Office

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DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Doña Ana County Assessor's Office	July 22, 2025
Initiating Department	**Meeting Date**
Eugenia Montoya Ortega, County Assessor	8
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

APPROVE THE DATA SYSTEMS MAINTENANCE INVOICE WITH TYLER TECHNOLOGIES CONTRACT #15-012 FOR THE AMOUNT OF $239,071.21 FOR THE ASSESSOR'S AND TREASURER'S OFFICE.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Tyler Technologies invoice 025-509489 for the amount of $239,071.21 for fiscal year 2026, Assessor's Office portion $165,455.17 and Treasurer's Office portion $73,616.04.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

SUMMARY OF FINANCIAL IMPACT

This invoice has no financial impact on the general fund as this Tyler Technology invoice is paid out of the 1% Reappraisal fund.

ADMINISTRATIVE REVIEW AND APPROVAL

Gloria Maldonado, Administrative Assistant	Created/Initiated - 7/17/2025
Eugenia Montoya Ortega, County Assessor	Approved - 7/18/2025
Asma Dawood, Finance Director	Approved - 7/18/2025
Scott Andrews, County Manager	New -

DOCUMENT CONTROL

For Signature: No	**For Recording:** No	**Deadline for Return:**

tyler technologies

RECEIVED

MAY 20 2025

DAC FINANCE DEPT.

Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions:
Tyler Technologies- Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

Invoice

Invoice No	Date	Page
025-509489	06/01/2025	1 of 2

Bill To: DONA ANA COUNTY ASSESSOR'S OFFICE
ATTN: EUGENIA (GINA) MONTOYA ORTEGA
845 NORTH MOTEL BLVD.
LAS CRUCES, NM 88007

Ship To: DONA ANA COUNTY ASSESSOR'S OFFICE
ATTN: EUGENIA (GINA) MONTOYA ORTEGA
845 NORTH MOTEL BLVD.
LAS CRUCES, NM 88007

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
41719 - 23478 - 23478	211131		USD	NET30	07/01/2025

Contract Date	Description	Units	Rate	Extended Price
Contract No.: Dona Ana County, NM				
Cycle: Start: 01/Jul/2025, End: 30/Jun/2026				
30/Jun/2014	Software Support EagleAssessor Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	34,167.69	34,167.69
30/Jun/2014	Personal Property Software Support Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	7,232.30	7,232.30
30/Jun/2014	Eagle Protest Tracking Software Support Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	7,232.30	7,232.30
30/Jun/2014	Title Examination Module - Custom Programming Support Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	7,818.69	7,818.69
30/Jun/2014	Software Support EagleAppraiser Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	35,105.94	35,105.94
30/Jun/2014	Software Support Marshall & Swift Interface Integratin Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	30,817.83	30,817.83
30/Jun/2014	Software Support GIS Viewer Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	6,395.03	6,395.03
30/Jun/2014	Software Support EagleTreasurer Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	41,439.07	41,439.07
30/Jun/2014	Software Support Eagle Web Assessor/Treasurer Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	15,637.40	15,637.40
30/Jun/2014	Software Support Eagle Web Advanced-Assessor/Treasurer Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	1,563.73	1,563.73
30/Jun/2014	Software Support eCommerce Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	2,345.62	2,345.62
30/Jun/2014	Annual Connectivity Software Support Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	1,628.91	1,628.91
Disaster Recovery Annual Fees		1		$29,844.60
30/Jun/2014	Disaster Recovery Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			

tyler technologies

Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-509489	06/01/2025	2 of 2

Questions:
Tyler Technologies- Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

Bill To: DONA ANA COUNTY ASSESSOR'S OFFICE
ATTN: EUGENIA (GINA) MONTOYA ORTEGA
845 NORTH MOTEL BLVD.
LAS CRUCES, NM 88007

Ship To: DONA ANA COUNTY ASSESSOR'S OFFICE
ATTN: EUGENIA (GINA) MONTOYA ORTEGA
845 NORTH MOTEL BLVD.
LAS CRUCES, NM 88007

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
41719 - 23478 - 23478	211131		USD	NET30	07/01/2025

Contract Date	Description	Units	Rate	Extended Price

Subtotal	221,229.11
Sales Tax	$17,842.10
Invoice Total	239,071.21

Tyler Technologies Invoice 025-509489

	Invoice Item	Assessor's	Treasurer's
Software Support Eagle Assessor			
Maintenance Start July 1, 2025-June 30, 2026	$ 34,167.69	$ 34,167.69	
Personal Property Software Support			
Maintenance Start July 1, 2025-June 30, 2026	$ 7,232.30	$ 7,232.30	
Eagle Protest Tracking Software Support			
Maintenance Start July 1, 2025-June 30, 2026	$ 7,232.30	$ 7,232.30	
Title Examination Module- Custom Programming Support			
Maintenance Start July 1, 2025-June 30, 2026	$ 7,818.69	$ 7,818.69	
Software Support EagleAppraiser			
Maintenance Start July 1, 2025-June 30, 2026	$ 35,105.94	$ 35,105.94	
Software Support Marshall & Swift Interface Integratin			
Maintenance Start July 1, 2025-June 30, 2026	$ 30,817.83	$ 30,817.83	
Software Support GIS Viewer			
Maintenance Start July 1, 2025-June 30, 2026	$ 6,395.03	$ 6,395.03	
Software SUpport Eagle Treasurer			
Maintenance Start July 1, 2025-June 30, 2026	$ 41,439.07		$ 41,439.07
Software Support Eagle Web Assessor/Treasurer			$ -
Maintenance Start July 1, 2025-June 30, 2026	$ 15,637.40	$ 7,818.70	$ 7,818.70
Software Support Eagle Web Advanced-Assessor/Treasurer			$ -
Maintenance Start July 1, 2025-June 30, 2026	$ 1,563.73	$ 781.87	$ 781.87
Software Support eCommerce			
Maintenance Start July 1, 2025-June 30, 2026	$ 2,345.62		$ 2,345.62
Annual Connectitity Software Support			$ -
Maintenance Start July 1, 2025-June 30, 2026	$ 1,628.91	$ 814.46	$ 814.46
CES Admin Fee			$ -
			$ -
Disaster Recovery Services	$ 29,844.60	$ 14,922.30	$ 14,922.30
Subtotal	$ 221,229.11	$ 153,107.10	$ 68,122.01
Sales Tax	$ 17,842.10	$ 12,348.07	$ 5,494.03
Invoice Total	$ 239,071.21	$ 165,455.17	$ 73,616.04

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Facilities and Parks	July 22, 2025
Initiating Department	**Meeting Date**
Robert Herrera, Facilities & Services, Director, Justin Weaver, Project Manager	9
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

AWARD PROJECT CONTRACT TO INTERIOR SOLUTIONS OF NEW MEXICO THROUGH NEW MEXICO STATE PURCHASING AGREEMENT CONTRACT #80-000-18-00056 IN THE AMOUNT OF $418,898.07 TO FURNISH AND INSTALL A SPACESAVER FILING SYSTEM AT THE NEW BUREAU OF ELECTIONS FACILITY, 2821 LAS VEGAS CT.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Quote

SUMMARY OF FINANCIAL IMPACT

The financial impact will be $418,898.07, which was budgeted for this project.

ADMINISTRATIVE REVIEW AND APPROVAL

Gloria Maldonado, Administrative Assistant	Created/Initiated - 7/13/2025
Robert Herrera, Facilities & Services, Director	Approved - 7/14/2025
Asma Dawood, Finance Director	Approved - 7/14/2025
Michael Perez, Purchasing Manager	Approved - 7/14/2025
Deborah Weir, Assistant County Manager	Final Approval - 7/14/2025

DOCUMENT CONTROL

For Signature: No	**For Recording:** No	**Deadline for Return:**

Doña Ana County

Executive Summary

Meeting Date:	July 22, 2025
Agenda Item Title:	Award project contract to Interior Solutions of New Mexico through New Mexico State Purchasing Agreement Contract #80-000-18-00056 in the amount of $418,898.07 to furnish and install a SpaceSaver Filing System at the New Bureau of Elections Facility 2821 Las Vegas Ct.
Overview:	The scope of the project will consist of fabrication, delivery and installation of 3 SpaceSaver powered filing systems along with 3 service aggreement plans to maintain equiptment. Additionally, approval is requested to authorize the County Manager to provide signature authority for the execution of all related contracts, amendments, change orders and renewals associated with the project.

Interior Solutions of New Mexico
4421 McLeod Rd. NE, Suite C
Albuquerque, NM 87109
Phone: (800) 339-7538

QUOTE: 125204-70461

3 SPACESAVER ECLIPSE SYSTEMS
Quote Date: 7/10/2025
Expires: 8/9/2025
Salesperson: Selina Smelser
Payment Terms: Net 30
EST LEAD TIME: 17 - 19 WEEKS A.R.O

Bill To	Install To
Dona Ana County Clerks office 845 N Motel Blvd Las Cruces, NM 88012	Dona Ana County Clerks office 845 N Motel Blvd Las Cruces, NM 88012

STATE OF NEW MEXICO CONTRACT

LINE	DESCRIPTION	PRICE EA	QTY	EXT PRICE
1)	***STATE OF NEW MEXICO CONTRACT 80-000-18-00056*** ***PURCHASE ORDER TO BE ISSUED TO:*** SPACESAVER STORAGE SYSTEMS, INC C/O INTERIOR SOLUTIONS 1450 JANESVILLE AVE FORT ATKINSON, WI 53538-2798	$0.00	1	$0.00

MICROFILM STORAGE

LINE	DESCRIPTION	PRICE EA	QTY	EXT PRICE
2)	SPACESAVER POWERED ECLIPSE HIGH DENSITY MOBILE SYSTEM (6) MOBILE CARRIAGES (24) 42”W X 15”D X 78 3/4”H SHELVING UNITS WITH (11) 6”H DRAWERS NO LOCK, 5 DIVIDERS PER DRAWER (2) STATIC CARRIAGES (4) 42”W X 15”D X 78 3/4”H SHELVING UNITS WITH (11) 6”H DRAWERS NO LOCK, 5 DIVIDERS PER DRAWER PAINT COLOR: DESIGNER GREY LAMINATE COLOR: GRAPHITE NEBULA 4623-60	$134,985.61	1	$134,985.61

RECORDS AND FILING STORAGE RM 108

LINE	DESCRIPTION	PRICE EA	QTY	EXT PRICE
3)	SPACESAVER POWERED ECLIPSE HIGH DENSITY MOBILE SYSTEM (5) MOBILE CARRIAGES (20) 30”W X 30”D X 86 1/4"H BACK TO BACK SHELVING UNITS WITH (6) 9 3/4"H OPENINGS, (1) 14 1/4"H OPENING END TAB FILE STORAGE, (1) DIVIDER PER SHELF (1) MOBILE CARRIAGE (4) 30"W X 26"D X89 1/4"H SHELVING UNITS WITH (3) OPENINGS 18 1/4"H, (1) OPENING 21 1/4"H (1) STATIC CARRIAGE (4) 30”W X 15”D X 86 1/4"H SHELVING UNITS WITH (6) 9 3/4"H OPENINGS, (1) 14 1/4"H OPENING END TAB FILE STORAGE, (1) DIVIDER PER SHELF PAINT COLOR: DESIGNER GREY LAMINATE COLOR: GRAPHITE NEBULA 4623-60	$49,731.27	1	$49,731.27

Interior Solutions of New Mexico
4421 McLeod Rd. NE, Suite C
Albuquerque, NM 87109
Phone: (800) 339-7538

interior SOLUTIONS

QUOTE: 125204-70461
3 SPACESAVER ECLIPSE SYSTEMS
Quote Date: 7/10/2025
Expires: 8/9/2025
Salesperson: Selina Smelser
Payment Terms: Net 30
EST LEAD TIME: 17 - 19 WEEKS A.R.O

GENERAL ELECTION BALLOT STORAGE RM 105

LINE	DESCRIPTION	PRICE EA	QTY	EXT PRICE
4)	SPACESAVER POWERED ECLIPSE HIGH DENSITY MOBILE SYSTEM (8) MOBILE CARRIAGES (24) 42"W X 36"D X 89 1/4"H BACK TO BACK SHELVING UNITS WITH (6) 12 3/4"H OPENINGS 18 BALLOT BOXES 12 1/2"W X 16"D X 10 1/2"H, PER SIDE, 3 PER SHELF (1) STATIC CARRIAGE (3) 42"W X 18"D X 89 1/4"H SHELVING UNITS WITH (6) 12 3/4"H OPENINGS 18 BALLOT BOXES 12 1/2"W X 16"D X 10 1/2"H , 3 PER SHELF PAINT COLOR: DESIGNER GREY LAMINATE COLOR: GRAPHITE NEBULA 4623-60	$59,808.20	1	$59,808.20

1 YEAR SILVER SERVICE MAINTENANCE CONTRACTS

LINE	DESCRIPTION	PRICE EA	QTY	EXT PRICE
5)	(3) SERVICE AGREEMENTS FOR SPACESAVER POWERED ELCIPSE SYSTEMS (1) PREVENTATIVE MAINTENANCE INSPECTION PER YEAR - LUBRICATION, CALIBRATION, CLEANING, AND ADJUSTMENT OF SYSTEM - INCLUDES TRAINING ON OPERATION OF SYSTEM COMPLIMENTARY LABOR PERFORMED BY FACTORY-TRAINED, SPACESAVER-CERTIFIED TECHNICIANS TRAVEL TIME & MILEAGE FOR SERVICE CALLS & SCHEDULE PREVENTATIVE MAINTENANCE INCLUDED	$3,982.00	1	$3,982.00

INSTALL

LINE	DESCRIPTION	PRICE EA	QTY	EXT PRICE
6)	DELIVER AND INSTALL (3) SPACESAVER ECLIPSE HDMS MICROFILM CLERK RECORDS STORAGE BALLOT STORAGE ALSO RELOCATE EXISTING PLAT MAP SYSTEM DEMO (1) STATIONARY PLATFORM DURING NORMAL BUSINESS HOURS ELECTRICAL CONNECTION TO BE COORDINATED BY CUSTOMER	$157,381.00	1	$157,381.00

Customer Sign-Off **3 SPACESAVER ECLIPSE SYSTEMS Total**

PLEASE EMAIL THE PO TO SSMELSER@INTERIORSOLUTIONS.NET AND HBERRY@INTERIORSOLUTIONS.NET. THANK YOU!

FINISHED FLOOR COVERING (CARPET TILES) TO BE PROVIDED AND INTALLED BY THE CUSTOMER.

Subtotal	$405,888.08
Sales tax	$13,009.99
Total	$418,898.07

Authorized Signature

Accepted Date

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Facilities and Parks	July 22, 2025
Initiating Department	**Meeting Date**
Robert Herrera, Facilities & Services, Director, Justin Weaver, Project Manager	10
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

RESOLUTION AUTHORIZING THE FACILITIES & SERVICES DEPARTMENT TO SUBMIT THE OPERATING FUND GRANT APPLICATION IN THE AMOUNT OF $ $600,000 TO THE DEPARTMENT OF NEW MEXICO BOARD OF FINANCE EMERGENCY

SUMMARY OF ITEM TO BE CONSIDERED INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Resolutiuon

SUMMARY OF FINANCIAL IMPACT

ADMINISTRATIVE REVIEW AND APPROVAL

Gloria Maldonado, Administrative Assistant	Created/Initiated - 7/13/2025
Robert Herrera, Facilities & Services, Director	Approved - 7/14/2025
Asma Dawood, Finance Director	Approved - 7/14/2025
Lucio Luttrell, Budget and Research Officer	Approved - 7/14/2025
Deborah Weir, Assistant County Manager	Final Approval - 7/15/2025

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County

Executive Summary

Meeting Date:	July 22, 2025
Agenda Item Title:	Resolution authorizing the Facilities & Services Department to submit the Operating Fund Grant application in the amount of $600,000 to the Department of New Mexico Board of Finance Emergency.
Overview:	This request is for the Casa de Pelegrinos Food Pantry at Betty McKnight facility in Chaparral. Facilities & Services has bid the project under ITB 25-0031. The winning bid exceeded the MACC by 32% and was deemed unachievable within budget. Facilities & Services is seeking to get additional funding from New Mexico Board of Finance to address budget deficit. Additionally, approval is requested to authorize the County Manager to provide signature authority for the execution of all related contracts, amendments, change orders and renewals associated with the project.

RESOLUTION NO. 2020-______

TITLE

WHEREAS, families in the southern rural area of Doña Ana County experience extremely high levels of poverty and food insecurity, with 29.2% of the residents in Chaparral having incomes below the poverty level, compared to 14% nationwide, and 21% for the state of New Mexico, and, with few full-service grocery stores, and limited access to food services, they are struggling to access sufficient nutrition to maintain a healthy lifestyle, and;

WHEREAS, in 2022, the State of New Mexico, through its Capital Investment Funds, the County of Doña Ana, and the Casa de Peregrinos Emergency Food Program joined together to address this need by committing to create a food pantry to be built at the Betty McKnight Community Center in Chaparral, to bring resources to alleviate food insecurity in colonias of southern Doña Ana County, and;.

WHEREAS, funding was granted through State Capital Investment Funds and from Doña Ana County to build this pantry, however inflation and increased project costs have caused a need to supplement the initial investment, and

WHEREAS, $600,000 funding has been granted by the Department of Finance and Administration: Infrastructure Planning & Development Division to complete the construction of the food pantry at the Betty McKnight Community Center in Chaparral,

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Doña Ana County authorizes and approves the acceptance of this grant from the Department of Finance and Administration: Infrastructure Planning & Development Division, to be used solely for the purpose of building a food pantry at the Betty McNight Community Center in Chaparral.

RESOLVED this day of , 202 .

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

Susana Chaparro, District 4, Chair	**For/Against**
Christopher Schaljo-Hernandez, District 1, Vice Chair	**For/Against**
Diana Murillo, District 2	**For/Against**
Shannon Reynolds, District 3	**For/Against**

Manuel A. Sanchez, District 5 **For/Against**

ATTEST:

Amanda López Askin, Ph.D.
County Clerk

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

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Audit Department	July 22, 2025
Initiating Department	**Meeting Date**
Ernest Budden, Internal Auditor	11
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

FY2025 INTERNAL AUDITS UPDATE

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

The Office of the Internal Auditor updates the BOCC on an annual basis about audits completed for the past fiscal year, upcoming audits, as well as about trends noted while conducting audits within Doña Ana County.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

BOCC PowerPoint Presentation

SUMMARY OF FINANCIAL IMPACT

None

ADMINISTRATIVE REVIEW AND APPROVAL

Ernest Budden, Internal Auditor	Created/Initiated - 7/10/2025

DOCUMENT CONTROL

For Signature: No	**For Recording:** No	**Deadline for Return:**

Doña Ana County

Internal Auditor's Annual Update to the BOCC

Ernest Budden, CIA

Audit Projects Completed

1. Facilities & Parks' Community Centers
   - Audit Report
   - Management Letter

2. Detention Center Financial Assessment Audit

3. Timekeeping Review of Alternative Work Schedules

Doña Ana County

Audit Projects Completed -Continued-

4. Updates to Audit Charter and Operating Procedures

5. Audit Assessment of County Manager departments

6. Facilities & Services Project Management & Grants
   - Audit Report
   - Management Letter

Doña Ana County

Facilities & Parks' Community Centers

Facilities & Parks

- As this was an area within Facilities & Parks that had already undergone internal audits, this audit focused on progress made on prior findings, since the February 10, 2023, follow-up. The original audit was conducted, and dated March 2022, with a follow-up dated February 2023, and this final follow-up dated July 2024.

- **Lack of Inventory Accountability.** ***Moderate***.
- **Lack of Fire Extinguisher Maintenance.** ***Low***.
- **Missing No-Smoking Signs.** ***Low***.

Doña Ana County

Detention Center Financial Assessment

Detention Center

The audit focused on the following areas of interest:

- The current three-budget model (Adult, Juvenile, & Medical).
- Annual revenues and expenditures (to include salaries and overtime).
- Estimated personnel costs of auxiliary departmental support for the detention center.
- Comparable starting salaries of detention officers and hiring incentives.
- Daily detainee care charges – per diem rates.
- New hire vs. attrition rates.

- **Costs Versus Per Diem Rates.** ***Moderate***.
- **Low Staff Recruiting Rates; High Vacancy Rates; High Attrition Rates.** ***Moderate***.
- **Grant Administration.** ***Low***.
- **Contractor Payout Reconciliations.** ***Low***.

Doña Ana County

Timekeeping Review of Alternative Work Schedules

The internal auditor met with leadership in the following departments to discuss noted AWS compliance inconsistencies:

- Financial Services
- Information Technology
- Sheriff's Office
- Legal
- Assessor's Office
- Health & Human Services
- Flood Commission
- Clerk's Office

Grants. ***Low***.

Information Technology Support. ***Low***.

DASO x 2. ***Low***.

Legal. ***Low***.

Assessor's Office. ***Low***.

Substance Use Prevention. ***Low***.

Flood - Engineer. ***Low***.

Bureau of Elections. ***Low***.

Doña Ana County

Facilities & Services Project & Grants Management

The scope of this audit encompassed a review of selected construction projects and grant activities administered during the 2024 calendar year. Audit procedures included the following:

- Examination of relevant Standard Operating Procedures (SOPs), construction and grant contracts, and applicable contract management guidelines.
- Review of all grant awards that were closed out during the audit period.
- Evaluation of approval workflows and recordkeeping procedures used to monitor projects from initiation through completion.
- Verification of the existence, accuracy, and completeness of supporting documentation for both construction projects and grants.
- Assessment of overall project management processes and related operational practices.

- **Lack of Policy Directive for Use of Centralized Construction Services.** ***Moderate***.
- **Absence of Grant Standard Operating Procedures.** ***Moderate***.
- **Lack of Inventory Accountability at County Fairgrounds.** ***Moderate***.
- **Grant Accountability & Follow-Up.** ***Low***.
- **Audit Delays.** ***Low***.

Administrative Updates & Assessments

- Updates made to Internal Audit Charter
- Updates made to Internal Audit SOP
- Conducted Assessment for multi-year audit plan
- Began preparations for the Association of Certified Fraud Examiners examination

Doña Ana County

Trends & Items of Note

- No push back from departments; A few delays
- Full Internal Audit Activity Committee
- County Manager's awareness of audits
- Standard Operating Procedures – Needs Improvement
- Inventory – Needs Improvement
- Workday functionality training is desired
- Audits consider software as a tool for augmentation as applicable
- Key performance indicators should be recorded, as applicable

Doña Ana County

Pending/Upcoming Audit Projects

- Engineering
- Roads
- Utilities
- Community Development – Building Services
- Community Development – Planning; Codes Enforcement
- Airport
- Facilities & Services follow-up Audit
- Follow-up Audits occur three months or more, after an audit has been completed
- Acquire ACFE certification

Doña Ana County

Conclusion

- Questions

Doña Ana County

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
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Doña Ana County Manager's Office	July 22, 2025
Initiating Department	**Meeting Date**
Meg Haines, Human Resources Director	12
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

RODNEY CRAIN PRESENTING FOR MGT

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

This presentation provides an update on the evaluation and revision of Doña Ana County's HR policies and procedures.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

presentation

SUMMARY OF FINANCIAL IMPACT

NONE

ADMINISTRATIVE REVIEW AND APPROVAL

Gloria Maldonado, Administrative Assistant	Created/Initiated - 7/10/2025
Meg Haines, Human Resources Director	Final Approval - 7/16/2025

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

County of Doña Ana, NM

Human Resources Policies and Procedures – Status Update Presentation

July 22, 2025

Agenda

1. Introduction
2. Project Team
3. Methodology
4. Status/Key Findings To Date
5. Next Steps
6. Q&A

The Consulting Team

Rodney Crain
Senior Consultant, Project Manager

- 40 years of HR leadership in both public and private sectors.
- Expertise in executive search/coaching and organizational design.
- Developed staffing models, succession planning, and change management techniques.
- Rebranded the hiring process for the City of Austin, overseeing 30+ executive recruitments annually.
- Led efforts to support diverse hiring and formerly incarcerated applicants in Austin.
- Focuses on building organizational capability through talent assessment and retention.

Mary Jacobs
Director

- 28 years experience in city management
- Expertise in strategic planning at the organizational and department level, HR, project management, change management, organizational reviews, and policy development.
- Expert in organizational staffing analyses and continuous process improvements.
- Trained facilitator with extensive stakeholder engagement experience.
- Developed leadership academy for local government supervisors. Skilled presenter and trainer.

Ann Everhart
MGT Approved Independent Executive Consultant

- 30+ years in working in and with local governments, serving as both a municipal leader and Human Resource partner.
- Expertise in HR Management in Local Government, Employee Experience, Enhancement Strategies, Training and Development Program Design and Implementation and Mentorship and Leadership Development Initiatives.
- SHRM, Senior Professional in Human Resources, (HRCI), Labor Relations Professional, National Public Employer Labor Relations Association, and certified in DEI in the Workplace.

Project Methodology

Policy Review and Research

Internal Focus:

- Deep dive review of current documents
- Interviews/discussions with key internal stakeholders

External Focus:

- Identify and assess external comparators
- Evaluate best practices

Legal Requirements and Market Trends:

- Review changes relative to state/ federal laws
- Assess new policies on the horizon

Key Findings

Organization Comparison Data

Personnel Policies and Procedures Documents

Organization	*Date Revised*	*Sections*	*Pages*
Dona Ana County	**Nov. 2019**	**16**	**166**
City of Las Cruces	Nov. 2018	13	157
El Paso County, TX*	(Various)	6	173
City of El Paso, TX**	Mar. 2025	11	46
Sandoval County	Nov. 2023	6	134
City of Albuquerque	(Not stated)	11	170+
Santa Fe County**	Dec. 2012	17	51

* Data does not include El Paso County Commissioners Court Orders
** HR Handbooks

Summary of Findings

- Tone of the document may not always reinforce and/or establish the desired culture.
  - Current tone often reads harshly. Section 6-33 on Supervisory Training states attendance will be "reported to management" and "failure to attend … grounds for termination".
- Clarity on "Policies" versus "Procedures" is needed.
  - Sometimes it's stated (ie, 2-3 "Discrimination and Harassment Procedure" or 2-14 "Reasonable Accommodation Policy"). Often, the procedure is embedded or overlaps with the policy.

Summary of Findings (continued)

- Sections with similar topics may create confusion.
  - i.e., Sections 2-11- Fraud, 2-12- Misconduct/Wrongdoing and 6-14- Standards of Conduct are all related.
- Inconsistent wording may reflect different authors.
  - i.e., the use of ‘he’ in some places versus ‘he/she’ in others.
- Language and sentence structures aren’t always concise and there is opportunity to remove repetition.

Summary of Findings (continued)

CONSIDERATON FOR LANGUAGE CHANGE:

Current version:
Each member of the County has a responsibility to treat others fairly without unlawful discrimination or retaliation.

Revised Example:
Everyone in the organization has a responsibility to treat others fairly and with respect.

Next Steps

Next Steps

July - Confirm structure and approach
July - Continue best practices research
July/Aug - Format proposed document
Aug - Gather feedback and edits
Aug - Finalize document
Sept - Communication/training launch

MGT

Thank you

Additional Data

Tasks/Project Phases

Project Kick-off and Data Collection

- Kick-off meeting
- Identify key stakeholders
- Establish communications plan
- Request data and documents

HR Assessment/Analysis

- Review HR operations for alignment to County needs
- Analyze compliance with laws
- SWOT Analysis

Benchmarking and Stakeholder Input

- Research best practices
- Survey stakeholders
- Targeted leadership interviews
- Assess performance and policies against stakeholder and leadership expectations

Policy Development and Recommendations

- Draft new or revised HR policies
- Ensure alignment with legal requirements
- Review drafts with HR and County leadership

Implementation Strategy and Training Development

- Finalize implementation plan
- Develop training plan for new/updated policies and conduct training
- Establish KPIs and other measurements

Final Report and Deliverables

- Finalize HR policy manual in accessible, user-friendly format
- Develop implementation guide
- Include recommended HR operational changes
- Final presentation

=Current areas of focus

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
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Information Technology Department **Initiating Department**	July 22, 2025 **Meeting Date**
Anthony DuBose, Cybersecurity Administrator **Contact Person**	13 **Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

DONA ANA COUNTY'S CYBERSECURITY POSTURE: CURRENT STATE, RISKS, AND THE ROAD AHEAD

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

This briefing will provide an overview of Doña Ana County's current cybersecurity posture, recent threat trends, and resilience efforts. It will highlight key accomplishments, ongoing challenges, and strategic priorities to strengthen our ability to prevent, detect, and respond to evolving cyber threats across County operations.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

SUMMARY OF FINANCIAL IMPACT

ADMINISTRATIVE REVIEW AND APPROVAL

Yvette Rodriguez, IT Administrative Assistant	Created/Initiated - 7/10/2025
Kent English, IT Director	Approved - 7/14/2025
Asma Dawood, Finance Director	Approved - 7/16/2025
Deborah Weir, Assistant County Manager	Final Approval - 7/17/2025

DOCUMENT CONTROL

For Signature: No	**For Recording:** No	**Deadline for Return:**

Doña Ana County

Cybersecurity Posture: Current State, Risks, and the Road Ahead

Anthony (Tony) DuBose – Cybersecurity Administrator

IT Cybersecurity Team

2025

1 About Us

The Cybersecurity Team oversees and advances the County's cybersecurity and IT risk management efforts by protecting systems, enforcing policies, responding to threats, and promoting a secure and compliant environment.

2 IT Vision

"To be a trusted partner in innovation, delivering secure, reliable, and agile technology solutions that empower our County to achieve its strategic goals and ensure equitable access to information and services for our constituents."

3 Team Mission

To protect the County's information assets by proactively managing cybersecurity risks, mitigating threats and vulnerabilities, and ensuring compliance with federal and state standards such as NIST, CIS, and CJIS—while fostering a culture of cyber readiness and resilience across all departments.

Doña Ana County

Organization Chart

July 2025

IT Director

Cybersecurity Administrator

Doña Ana County

Primary Responsibilities

Governance, Risk, and Compliance (GRC)

- Develop, implement, and update IT security and privacy policies, standards, and procedures.
- Ensure compliance with local, state, and federal regulations (e.g., PII, PHI, PSI, HIPAA, CJIS, IRS Pub 1075).
- Identify and track residual risks; develop action plans for mitigation.
- Report on controls compliance and IT risk posture.
- Support audits and respond to findings.

Incident Response & Threat Management

- Lead the internal Security Incident Response Team (SIRT).
- Investigate security events, coordinate containment and recovery.
- Coordinate with law enforcement and external partners during incidents.
- Maintain incident response procedures.
- Track indicators of compromise (IOCs), threats, and vulnerabilities.

Security Operations & Monitoring

- Monitor security logs, systems, and network traffic for anomalies or threats.
- Configure and maintain firewalls, IDS/IPS, endpoint security, and email filtering.
- Conduct regular vulnerability scans and coordinate remediation.
- Maintain security monitoring tools and security dashboards.
- Respond to and manage security incidents.

IPRA Inquires and Internal Investigation

- Perform targeted searches to locate and retrieve responsive electronic record.
- Coordinate with the Records Custodian, Legal, Management and other departments as needed.
- Deliver requested records accurately and within required response timelines.
- Maintain documentation of search activities, findings, and fulfillment status.

Doña Ana County

Primary Responsibilities (Cont.)

Security Architecture & Technical Controls

- Design and implement security architectures and controls for on-prem and cloud environments.
- Enforce email security (SPF, DKIM, DMARC), encryption, and endpoint protection.
- Harden workstation and servers.
- Ensure access control, logging, and secure configurations.

Awareness, Training & Culture

- Develop and deliver cybersecurity awareness programs (e.g., phishing and deepfake training).
- Promote a security-aware and cyber resilience culture.
- Educate staff on identifying suspicious activity and safe practices.
- Conduct regular training for users.

Project Leadership & Strategic Planning

- Lead and manage security-related projects across departments.
- Provide input to countywide IT initiatives to ensure alignment with cybersecurity goals.
- Integrate risk and compliance into all county IT operations and digital transformation efforts.

Continuous Improvement & Intelligence

- Stay updated on emerging threats, tools, and industry best practices (e.g. podcast and blogs).
- Monitor intelligence reports from FBI, CISA, MS-ISAC, DHS, vendors, and threat feeds.
- Evaluate and recommend advanced security technologies.
- Benchmark against federal and state standards.

Doña Ana County

Team Goals and County Alignment

Strategic Initiatives

1. Be prepared for any threat to our community.
2. Transparency for you.
3. Prioritize key infrastructure to best attract business and community need.
4. Provide Doña Ana County employees with a strong administrative backbone to support quality work.
5. Increase digital literacy through a certification process for Department directors and administrators to navigate their online work environment successfully.

Team Goals

1 3 Build Resilience Against Evolving Threat Landscape.

2 Foster Public Confidence Through Transparent Cybersecurity Practices.

1 3 Establish Robust Protections for Critical Government Infrastructure.

4 5 Build Internal Cybersecurity Expertise and Strengthen GRC Best Practices.

4 5 Empower County leadership by providing targeted cybersecurity education to strengthen awareness and decision-making.

Year in Review

FY25

IT Goals and Team Initiatives

IT GOALS	Enhance Security Posture	Improve IT Infrastructure	Enhance Data Management and Applications	Improve IT Service Delivery	Drive Digital Transformation
TEAM INITIATIVES	Implement Zero Trust architecture across all access points.	Integrate security controls into network and cloud environments.	Enforce data classification and encryption standards.	Automate patching and vulnerability remediation workflows.	Continue to secure digital platforms and cloud-based solutions.
	Strengthen threat detection and incident response capabilities.	Harden endpoints and servers with advanced defense tools.	Secure APIs and application development lifecycles.	Integrate secure service management practices (e.g., MFA, logging).	Incorporate “Approved” AI/ML-driven analytics in threat monitoring.
	Enforce continuous compliance and risk assessment.	Ensure high availability through secure, resilient architecture.	Improve the implementation or identity and access governance for critical data.	Optimize cybersecurity support and ticket resolution metrics.	Secure-by-design approach to digital advancements.

Doña Ana County

Major Accomplishments

FY25

1 **Established Framework**

Established a formal, countywide cybersecurity framework and integrated key security tools to strengthen overall cyber defense and coordination.

2 **Improved Processes**

Improved Email Security, IPRA processing and Operational Efficiency.

3 **Modernizations**

Security Policy and Compliance Modernization.

Doña Ana County

Established Framework

Established a formal, countywide cybersecurity framework and integrated key security tools to strengthen overall cyber defense and coordination:

- Formally aligned the County's cybersecurity strategy with the NIST Cybersecurity Framework and CIS Critical Security Controls.
- Enhanced Firewall configurations to segment and protect interdepartmental network traffic.
- Actively monitored advanced endpoint protection and real-time threat response.
- Managed software to strengthen email security with filtering, impersonation protection, and archiving.
- Expanded network policies to reinforce DNS-layer defenses for blocking malicious domains.
- Applied additional network rules to secure public-facing applications and reduce DDoS exposure.
- Deployed software tools to identify insider threats and safeguard sensitive County data.

Doña Ana County

Improved Processes

Improved Email Security, IPRA processing and Operational Efficiency:

- Streamlined spam, phishing and malware detection through customized policy updates, reducing user-reported incidents by over 50%.
- Implemented advanced impersonation protection to detect and block spoofed sender addresses targeting County departments.
- Enhanced malware filtering and attachment sandboxing to prevent delivery of malicious payloads.
- Leveraged archiving and search capabilities to expedite IPRA email request processing and reduce response time.
- Developed incident response workflows using threat intelligence to quickly isolate and remediate email-based attacks.
- Improved IPRA (Inspection of Public Records Act) processing by leveraging archiving, tagging, and advanced search features to quickly locate and produce relevant email records.

Doña Ana County

Modernizations

Security Policy and Compliance Modernization:

- Aligned County security policies and documentation with federal and state cybersecurity regulations and frameworks, including NIST, FEDRAMP, CIS, the State of New Mexico Cybersecurity Plan, HIPAA, CJIS, and protections for PII, PHI, and PSI.
- Conducted a comprehensive review and modernization of existing County security policies to strengthen regulatory compliance and reduce risk exposure.
- Developed a structured, auditable framework for policy updates, version control, and stakeholder accountability.
- Expanded policy coverage to address emerging security challenges, including cloud governance, AI use, data classification, and insider threat mitigation.

Doña Ana County

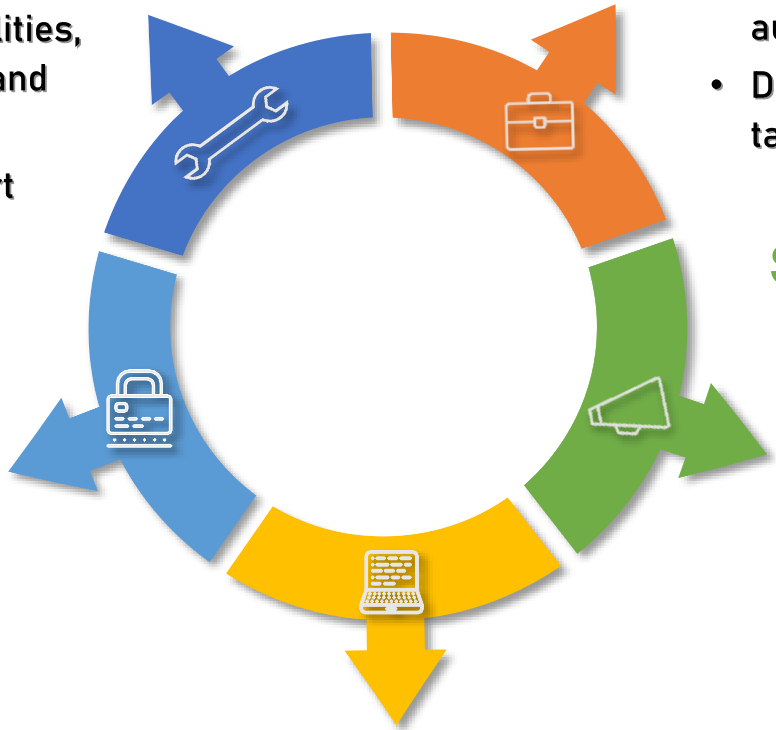
Risks and Challenges

Changes to Support Model

- Transition from reactive support to proactive cybersecurity monitoring and incident response.
- Increased demand for AI support capabilities, including tool oversight, user guidance, and risk management.
- Need for continuous upskilling of support teams to handle evolving technologies, including cloud and AI-enabled systems.

Changes to Security & Governance

- Shifting to governance model for representation and review boards.
- Need for updated policies to govern AI use, address data privacy, bias, and automated decision risks.
- Enforcement of compliance with HIPAA, CJIS, and other regulations is creating additional demand for oversight.



Changes to Skills & Roles

- Need for upskilling staff in areas such as incident response, threat intelligence, and cloud security.
- Expansion of cybersecurity responsibilities beyond IT, including data owners and department managers.
- Need for AI skills in threat detection, response automation, and managing generative AI risks.
- Difficulty in recruiting and retaining cybersecurity talent in government settings.

Stakeholder Engagement

- Varying levels of cybersecurity awareness among County leadership and department heads.
- Need for consistent communication of risks, threats, and security posture across departments.
- Dependence on external partners/vendors requires tighter contract and SLA security reviews.
- Limited stakeholder awareness of AI risks impedes informed decisions and policy alignment.

Replicating Old Habits

- Circumventing security controls (e.g., using personal devices or shadow IT).

Doña Ana County

Team Performance

FY25

Doña Ana County

IT Ticket Metrics – Cybersecurity

Support Tickets Since 1 Jan 2025

Total Support Tickets (Security): [314]

IPRA Request Processed: [87]

Security Support Tickets: [227]

System Changes: [27]

Doña Ana County

SWOT Analysis

STRENGTHS

S

- Countywide framework aligned with NIST/CIS, ensuring consistent security practices.
- Established a layered defense by integrating and optimizing existing security tools.
- Dedicated Leadership Support.

WEAKNESSES

W

- Outdated Technology Stack and Operational Burden.
- Limited Cybersecurity Staff Capacity.
- Gaps in Policy Alignment.
- Inadequate AI and USB Security Controls.

OPPORTUNITIES

O

- Expand Security Awareness and Participation Programs.
- Leverage, Local, State and Federal Partnerships.
- Drive Strategic Security Alignment of AI Frameworks.

THREATS

T

- Sophisticated Cyber Attacks.
- Insider Threats and Misuse and Human Error.
- Regulatory and Compliance Risk.
- Adversarial Exploitation and Unregulated Use of AI Solutions.

Doña Ana County

Improvement Plan

For Threats and Weaknesses

Expertise
- Provide targeted training and certifications (e.g., CC, CISSP, GSEC, NCSF) to upskill existing IT staff.
- Establish cross-training opportunities to expand cybersecurity knowledge across IT staff.
- Leverage CISA and State sponsored cybersecurity solution partners, to conduct specialized assessments and support strategic security planning.
- Provide AI-focused training on secure implementation, governance, and risk management to strengthen staff expertise.

Staffing
- Advocate for additional cybersecurity FTEs based on risk exposure and workload analysis.
- Create internship and fellowship programs in partnership with local universities for cyber talent pipeline.
- Automate routine security actions (e.g., alert triage, reporting) to free up staff for higher-level functions.
- Integrate AI roles (e.g., AI analyst, prompt engineer) into staffing plans to support secure adoption and oversight of AI tools.

External Actors
- Enhance integration with threat intelligence sources to improve early warning capabilities and identify indicators of compromise.
- Conduct regular phishing simulations and tabletop exercises to test response readiness.
- Continue to implement geo-blocking, DNS-layer protection, and multi-layered endpoint defense to reduce attack surface.
- Monitor AI-driven threats from nation-state and criminal actors using threat intelligence feeds focused on AI-generated attacks and tools.

Legacy Apps
- Conduct periodic risk assessments on legacy systems to prioritize updates, patching, or migration.
- Segment outdated apps on isolated network zones with restricted access.
- Begin phased modernization of high-risk legacy applications, aligning with business continuity goals.
- Assess legacy systems for vulnerabilities to AI-driven attacks and compatibility with secure AI integrations.

Future Goals

FY26

1 Security Awareness Program

Develop Targeted Training and a Security Awareness Campaign.

2 GRC Framework

Establish a Governance, Risk and Compliance (GRC) Management Framework.

3 Security Posture

Improve Cybersecurity Posture with Strong Endpoint Protection and Enhanced Security Operations.

Doña Ana County

Key initiatives to Support Goals

Project 1: Develop Security Awareness Program

- **Objective 1: Design Targeted Training Content**
  - Assess roles and risk profiles across departments.
  - Develop role-based training modules (e.g., phishing, data handling, remote work).
  - Create multimedia content (videos, quizzes, PDFs).
  - Customize onboarding cybersecurity training.
  - Develop an AI-focused security awareness program to educate staff on safe usage, data privacy, and emerging AI-driven threats.
- **Objective 2: Launch Countywide Security Awareness Campaign**
  - Create a communications plan (email, posters, intranet posts).
  - Host kick-off events and monthly awareness themes.
  - Partner with HR and department heads to reinforce messaging.
  - Use newsletters or dashboards to promote cybersecurity tips.
  - Launch AI security training to build staff awareness of risks, responsible use, and compliance requirements.
- **Objective 3: Measure Program Effectiveness**
  - Conduct pre- and post-training surveys or assessments.
  - Track training completion rates by department.
  - Simulate phishing tests to evaluate awareness.
  - Analyze feedback and update content as needed.

Doña Ana County

Key initiatives to Support Goals

Project 2: Implement GRC Framework

- **Objective 1: Establish Governance Structure**
  - Identify and assign key roles (e.g., GRC lead, policy owner, compliance officer).
  - Define reporting and accountability structures.
  - Develop a GRC charter outlining scope, responsibilities, and oversight.
  - Conduct stakeholder engagement sessions to align expectations.
- **Objective 2: Integrate Security Risk Management**
  - Identify current risk management practices and gaps.
  - Map risks to business processes and assets.
  - Develop a risk register with likelihood and impact scoring.
  - Implement risk assessment tools or platforms.
- **Objective 3: Standardize Compliance Processes**
  - Catalog applicable regulations and compliance requirements (e.g., HIPAA, CJIS).
  - Create control mappings to compliance obligations.
  - Design and implement policy documentation and review cycles.
  - Establish compliance reporting and audit workflows.
  - Integrate AI security tools to enhance governance, automate risk detection, and strengthen compliance monitoring.

Doña Ana County

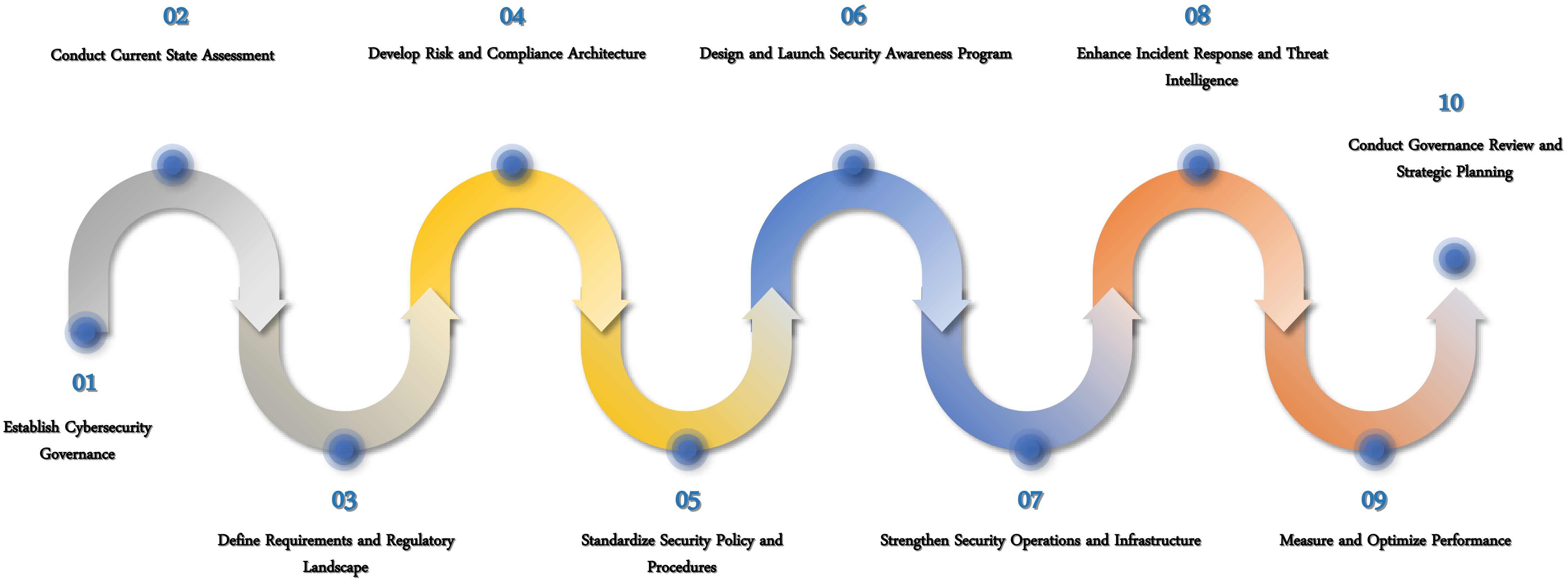
Key initiatives to Support Goals

Project 3: Improve Cybersecurity Posture

- **Objective 1: Strengthen Network and Endpoint Security**
  - Review and update firewall rules and segmentation policies.
  - Deploy and configure improved endpoint protection.
  - Implement DNS filtering (e.g., Cisco Umbrella).
  - Perform vulnerability scans and remediation.
  - Use AI to detect threats, block malicious traffic, and isolate compromised devices.
- **Objective 2: Enhance Security Operations**
  - Establish centralized logging and alerting (SIEM integration).
  - Define incident response roles and playbooks.
  - Conduct tabletop exercises or runbooks for incident types.
  - Improve threat intelligence feeds and IOC tracking.
  - Automate alert triage and incident response with AI tools.
- **Objective 3: Align with Cybersecurity Framework**
  - Map current controls to NIST CSF and/or CIS Controls.
  - Identify maturity gaps and define target profiles.
  - Prioritize roadmap items based on risk impact.
  - Conduct periodic reviews and updates of security controls.
  - Apply NIST CSF and CIS Controls to govern AI use securely.

Doña Ana County

Cybersecurity Milestone Roadmap



Doña Ana County

Questions?

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Doña Ana County Clerk's Office	July 22, 2025
Initiating Department	**Meeting Date**
Brandi Delgado, Administrative Assistant	14
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

REGULAR MEETING MINUTES FOR JULY 08, 2025

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

SUMMARY OF FINANCIAL IMPACT

ADMINISTRATIVE REVIEW AND APPROVAL

Gloria Maldonado, Administrative Assistant	Created/Initiated - 7/16/2025

DOCUMENT CONTROL

For Signature: No	**For Recording:** No	**Deadline for Return:**

REGULAR MEETING MINUTES

Chair Christopher Schaljo-Hernandez called the **Regular Meeting** of the Doña Ana County Board of County Commissioners to order **at 9:00 a.m., on Tuesday July 8, 2025** in the Doña Ana County Commission Chambers, 1st Floor, Doña Ana County Government Center, 845 North Motel Boulevard, Las Cruces, New Mexico

Time: 9:00:10

Invocation

Time: 9:00:25

Led by Pastor Vanna Granger-Church of the Crosses

Pledge of Allegiance

Time: 9:03:00

Led by Chair Schaljo-Hernandez

Roll Call of Commission Members Present and Determination of Quorum

Time: 9:03:30

Led by Brandi Delgado, Administrative Assistant

District 2: Gloria Gameros, Commissioner- Present
District 3: Shannon Reynolds, Commissioner- Present
District 5: Manuel Sanchez, Commissioner- Absent
District 4: Susana Chaparro, Vice-Chair- Present @ 9:08:00
District 1: Christopher Schaljo-Hernandez, Chair- Present

COMMISSION CONVENES AS THE BOARD OF COUNTY COMMISSIONERS AND THE COUNTY BOARD OF FINANCE IN OPEN SESSION

CHANGES TO THE AGENDA: Scott Andrews, County Manager

Time: 9:04:00

In order to listen to Changes to the Agenda go to:
https://youtu.be/65Uh0G3dITw?t=704

Item number 8 will be pulled and moved to a later date

CONSENT AGENDA

Time: 9:04:30

In order to listen to the Consent Agenda go to:
https://youtu.be/65Uh0G3dITw?t=732

1. Year-End Budget Revision and **Resolution** for the FY2025 Budget — Lucio Luttrell, Budget and Research Officer

   RESOLUTION NO. 2025-78

2. **Resolution** Appointing the Members of the Board of Registration — Amanda López Askin, County Clerk

   RESOLUTION NO. 2025-79

3.	**Resolution** designating voting convenience centers for Election Day for all Statewide and Special Elections Conducted in 2025 and 2026	Amanda López Askin, County Clerk

RESOLUTION NO. 2025-80

4.	Award Project Contract to Lynco Electric through CES in the amount not to exceed $550,000.00 for the addition of emergency back up generators at the Livestock Barn, Booster Pump & Special Events Center	Robert Herrera, Facilities & Services, Director
5.	Award Project Contract to ESA Construction through CES in the amount of $1,130,497.60 for the Additions & Renovations of the Mesquite Learning Center	Robert Herrera, Facilities & Services, Director

Motion to approve consent agenda items 1-5 by Commissioner Gameros

Second by Chair Schaljo-Hernandez

District 2: Gloria Gameros, Commissioner- Yes
District 3: Shannon Reynolds, Commissioner- Yes
District 5: Manuel Sanchez, Commissioner- Absent
District 4: Susana Chaparro, Vice-Chair- Absent
District 1: Christopher Schaljo-Hernandez, Chair- Yes

Motion to approve consent agenda passed with a vote of 3-0

EMPLOYEE RECOGNITION

Time: 9:05:30

In order to listen to Employee Recognition go to:
https://youtu.be/65Uh0G3dITw?t=794

Name	Department	Years of Service
Officer Jose Torres	Detention Center	10
Susie Cordero	County Commissioner	10
Erika Enriquez	Fleet Department	15
Officer Alonso Zimmerman	Detention Center	15
Officer Noe Cervantes	Detention Center	15

EMPLOYEE SPECIAL RECOGNITION

Time: 9:07:00

In order to listen to Employee Special Recognition go to:
https://youtu.be/65Uh0G3dITw?t=884

Name	Department
Sergeant Luis Ruiz	Detention Center

PUBLIC INPUT

Time: 9:09:05

In order to listen to Public Input go to:
https://youtu.be/65Uh0G3dITw?t=1008

COMMISSION INPUT

Time: 9:25:30

In order to listen to Commission Input go to:
https://youtu.be/65Uh0G3dITw?t=1991

COUNTY ELECTED OFFICIALS' INPUT

Time: 9:30:10

In order to listen to County Elected Official Input go to:
https://youtu.be/65Uh0G3dITw?t=2272

STAFF INPUT

Time: 9:34:50

In order to listen to Staff Input go to:
https://youtu.be/65Uh0G3dITw?t=2551

COMMISSION-APPOINTED BOARD REPORT BACKS

Time: 9:54:35

In order to listen to Commission Appointed Board Report Backs go to:
https://youtu.be/65Uh0G3dITw?t=3735

PRESENTATIONS

6. Southern New Mexico State Fair & Rodeo Presentation — Robert Herrera, Facilities & Services, Director; Justin Weaver, Project Manager

   Time: 9:55:30

   In order to listen to SNMSF Presentation go to:
   https://youtu.be/65Uh0G3dITw?t=3791

MINUTES

7. Regular Meeting Minutes for June 24, 2025 — Brandi Delgado, Administrative Assistant

   Time: 10:21:10

   In order to listen to approval of Minutes go to:
   https://youtu.be/65Uh0G3dITw?t=5331

   Note: Commissioner Reynolds stepped away at 10:21:00, returned at 10:22:45

   Motion to approve the Regular Meeting Minutes for June 24, 2025 by Vice Chair Chaparro

   Second by Commissioner Gameros

   District 2: Gloria Gameros, Commissioner- Yes
   District 3: Shannon Reynolds, Commissioner- Absent
   District 5: Manuel Sanchez, Commissioner- Absent
   District 4: Susana Chaparro, Vice-Chair- Yes
   District 1: Christopher Schaljo-Hernandez, Chair- Yes

   Motion to approve minutes passed with a vote of 3-0

APPROVALS

8. Approve allocation of $________ via a grant program to CRRUA for the purpose of repairing or replacing fire hydrants in the Santa Teresa unincorporated areas and Industrial Park; Authorizes County Manager to establish grant program, criteria, and to sign related documents — Stephen Lopez, Assistant County Manager

   Note: Item number 8 will be moved to a later date

9. Award Contract to Sites Southwest under request for proposal #25-0035 in an amount not to exceed $150,955.00 for the Parks, Recreation and Community Centers Master Planning Services for Doña Ana County. This request is to be include in the 2026 Fiscal Year Budget — Robert Herrera, Facilities & Services, Director

   Time: 10:21:50

In order to listen to the award of the contract go to:
https://youtu.be/65Uh0G3dITw?t=5372

Motion to award Contract to Sites Southwest under request for proposal #25-0035 in an amount not to exceed $150,955.00 for the Parks, Recreation and Community Centers Master Planning Services for Doña Ana County. This request is to be include in the 2026 Fiscal Year Budget by Vice Chair Chaparro

Second by Commissioner Gameros

District 2: Gloria Gameros, Commissioner- Yes
District 3: Shannon Reynolds, Commissioner- No
District 5: Manuel Sanchez, Commissioner- Absent
District 4: Susana Chaparro, Vice-Chair- Yes
District 1: Christopher Schaljo-Hernandez, Chair- Yes

Motion to award contract passed with a vote of 3-1

10. Accept a grant award from Vital Strategies in the amount of $215,336.00 which will fund two (2) full-time positions: Opioid Settlement Coordinator and Data and Evaluation Assistant to support ongoing opioid settlement funds investment and evaluation needs — Jamie Michael, HHS Director

Time: 10:27:55

In order to listen to the acceptance of the grant go to:
https://youtu.be/65Uh0G3dITw?t=5736

Motion to accept a grant award from Vital Strategies in the amount of $215,336.00 which will fund two (2) full-time positions: Opioid Settlement Coordinator and Data and Evaluation Assistant to support ongoing opioid settlement funds investment and evaluation needs by Vice Chair Chaparro

Second by Commissioner Gameros

District 2: Gloria Gameros, Commissioner- Yes
District 3: Shannon Reynolds, Commissioner- Yes
District 5: Manuel Sanchez, Commissioner- Absent
District 4: Susana Chaparro, Vice-Chair- Yes
District 1: Christopher Schaljo-Hernandez, Chair- Yes

Motion to accept grant passed with a vote of 4-0

11. Accept a grant award from the New Mexico Health Care Authority/Behavioral Health Services Division in the amount of $700,000.00 for the Reach, Intervene, Support and Engage (RISE) program — Jamie Michael, HHS Director

Time: 10:29:40

In order to listen to the acceptance of the grant go to:
https://youtu.be/65Uh0G3dITw?t=5840

Motion to accept a grant award from the New Mexico Health Care Authority/Behavioral Health Services Division in the amount of $700,000.00 for the Reach, Intervene, Support and Engage (RISE) program by Commissioner Gameros

Second by Commissioner Reynolds

District 2: Gloria Gameros, Commissioner- Yes
District 3: Shannon Reynolds, Commissioner- Yes

District 5: Manuel Sanchez, Commissioner- Absent
District 4: Susana Chaparro, Vice-Chair- Yes
District 1: Christopher Schaljo-Hernandez, Chair- Yes

Motion to accept grant passed with a vote of 4-0

12. Accept a grant award from the National Foundation for the Centers for Disease Control and Prevention, Inc. in the amount of $35,000.00 to participate in the CDC's Overdose Measures Matter grant — Jamie Michael, HHS Director

Time: 10:31:10

In order to listen to the acceptance of the grant go to:
https://youtu.be/65Uh0G3dITw?t=5932

Motion to accept a grant award from the National Foundation for the Centers for Disease Control and Prevention, Inc. in the amount of $35,000.00 to participate in the CDC's Overdose Measures Matter grant by Vice Chair Chaparro

Second by Commissioner Gameros

District 2: Gloria Gameros, Commissioner- Yes
District 3: Shannon Reynolds, Commissioner- Yes
District 5: Manuel Sanchez, Commissioner- Absent
District 4: Susana Chaparro, Vice-Chair- Yes
District 1: Christopher Schaljo-Hernandez, Chair- Yes

Motion to accept grant passed with a vote of 4-0

13. Accept an award from the Third Judicial District Court in the amount of $78,615.00 for the Competency Diversion Pilot Program Forensic Navigator position — Jamie Michael, HHS Director

Time: 10:32:45

In order to listen to the acceptance of award go to:
https://youtu.be/65Uh0G3dITw?t=6029

Motion to accept an award from the Third Judicial District Court in the amount of $78,615.00 for the Competency Diversion Pilot Program Forensic Navigator position by Vice Chair Chaparro

Second by Commissioner Gameros

District 2: Gloria Gameros, Commissioner- Yes
District 3: Shannon Reynolds, Commissioner- Yes
District 5: Manuel Sanchez, Commissioner- Absent
District 4: Susana Chaparro, Vice-Chair- Yes
District 1: Christopher Schaljo-Hernandez, Chair- Yes

Motion to accept award passed with a vote of 4-0

<u>HEARINGS and ORDINANCES</u>

14. Final Plat approval for a Type II Subdivision to be known as Santa Milagro Subdivision — Christina Ainsworth, Community Development Director

Time: 10:35:20

In order to listen to the approval go to:
https://youtu.be/65Uh0G3dITw?t=6182

Motion to approve Final Plat approval for a Type II Subdivision to be known as Santa Milargo Subdivision by Commissioner Gameros

Second by Vice Chair Chaparro

Note: Vice Chair Chaparro stepped away at 10:56:45, returned at 11:00:25

District 2: Gloria Gameros, Commissioner- Yes
District 3: Shannon Reynolds, Commissioner- Yes
District 5: Manuel Sanchez, Commissioner- Absent
District 4: Susana Chaparro, Vice-Chair- Absent
District 1: Christopher Schaljo-Hernandez, Chair- Yes

Motion to approve plat passed with a vote of 3-0

COMMISSION INPUT (FOLLOW-UP)

Time: 10:57:35

In order to listen to Commission Input follow up go to: https://youtu.be/65Uh0G3dITw?t=7518

CORRESPONDENCE

15. Correspondence received by Doña Ana County — Brandi Delgado, Administrative Assistant

Time: 11:00:45

In order to listen to correspondence go to: https://youtu.be/65Uh0G3dITw?t=7706

1. Andrew Sanchez vs. DAC

THE COMMISSION MAY CONVENE IN CLOSED SESSION, The Board may convene in closed session regarding a limited personnel matter, the purchase, acquisition or disposal of real property and water rights, to discuss information that is covered by attorney-client privilege pertaining to threatened or pending litigation, as authorized by the Open Meetings Act Section 10-15-1(H)(2), (7), and (8) (NMSA 1978)

Time: 11:01:00

In order to listen to the motion to go into closed session go to: https://youtu.be/65Uh0G3dITw?t=7721

Motion to convene in closed session regarding a limited personnel matter, the purchase, acquisition or disposal of real property and water rights, to discuss information that is covered by attorney-client privilege pertaining to threatened or pending litigation, as authorized by the Open Meetings Act Section 10-15-1(H)(2), (7), and (8) (NMSA 1978) by Chair Schaljo-Hernandez

Second by Vice Chair Chaparro

District 2: Gloria Gameros, Commissioner- Yes
District 3: Shannon Reynolds, Commissioner- Yes
District 5: Manuel Sanchez, Commissioner- Absent
District 4: Susana Chaparro, Vice-Chair- Yes
District 1: Christopher Schaljo-Hernandez, Chair- Yes

Motion to go into closed session passed with a vote of 4-0

THE COMMISSION MAY CONVENE IN OPEN SESSION to take action, if any, on the closed session items

Time: 11:57:40

In order to listen to the comment to return from closed session go to: https://youtu.be/65Uh0G3dITw?t=11121

Note: Let the record reflect that nothing was discussed in closed session other than the items identified in the motion to go into closed session

COMMISSION ADJOURNS AS THE BOARD OF COUNTY COMMISSIONERS AND THE COUNTY BOARD OF FINANCE IN OPEN SESSION

Time: 11:58:00

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

Christopher Schaljo-Hernandez, Chair, District 1	For/Against
Susana Chaparro , Vice Chair, District 4	For/Against
Gloria Gameros, Commissioner, District 2	For/Against
Shannon Reynolds, Commissioner, District 3	For/Against
Manuel A. Sanchez, Commissioner, District 5	For/Against

ATTEST:

____
Amanda López Askin, Ph.D. County Clerk

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Doña Ana County Manager's Office	July 22, 2025
Initiating Department	**Meeting Date**
Shannon Reynolds, Commissioner, District 3	15
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

APPROVE A RESOLUTION TO RESCIND DOÑA ANA COUNTY RESOLUTION 2018-25-PRAYER APPROVAL

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

To consider adoption of a resolution rescinding Doña Ana County Resolution 2018-25, which approved the inclusion of prayer during Board of County Commissioners meetings.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Previous Resolution

SUMMARY OF FINANCIAL IMPACT

ADMINISTRATIVE REVIEW AND APPROVAL

Gloria Maldonado, Administrative Assistant	Created/Initiated - 7/10/2025
Scott Andrews, County Manager	New -
Cari Neill, Interim County Attorney	

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County

Executive Summary

Meeting Date:	07/22/25
Agenda Item Title:	Approve a Resolution to Rescind Doña Ana County Resolution 2018-25

Overview:

Purpose:
To consider adoption of a resolution rescinding Doña Ana County Resolution 2018-25, which approved the inclusion of prayer during Board of County Commissioners meetings.

Background:
Resolution 2018-25 was adopted in 2018 to formally approve the practice of opening BOCC meetings with a prayer. However, this practice has raised concerns related to fairness, inclusivity, and the perception of government endorsement of specific religious beliefs.

The First Amendment to the United States Constitution states:

"Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof…"

When the overwhelming majority of those offering prayers at BOCC meetings represent only a small subset of the more than 800 identified religions practiced in the U.S., it creates the appearance that the Board is primarily recognizing and supporting a limited number of religious traditions. This undermines the principle of religious neutrality and may unintentionally marginalize residents of different or no faith backgrounds.

Proposed Action:
Adopt a resolution rescinding Resolution 2018-25, thereby eliminating the formal policy approving prayer at BOCC meetings and reaffirming the County's commitment to inclusivity and constitutional principles.

DOÑA ANA COUNTY, NEW MEXICO
RESOLUTION NUMBER 2018-75

A RESOLUTION ADOPTING A PRAYER POLICY FOR MEETINGS OF THE BOARD OF COUNTY COMMISSION FOR DOÑA ANA COUNTY

WHEREAS, an opening prayer at the beginning of a commission meeting, has long been understood as allowable under an exception to the First Amendment's Establishment Clause of the U.S. Constitution; and

WHEREAS, the Supreme Court in *Town of Greece v. Galloway* recently held that local governments may allow such prayers, that the Constitution permits prayer givers "to ask their own God for blessing of peace, justice, and freedom that find appreciation among peoples of all faiths" and that prayers reflecting specific creeds can still serve to solemnize the occasion of a legislative session; and

WHEREAS, such a prayer takes place at the opening of legislative sessions where it is meant to lend gravity to the occasion and reflect values long part of the heritage of the United States; and

WHEREAS, prayer that invites lawmakers to reflect upon shared ideals and common ends before they embark on the fractious business of governing serves that legitimate function and is, therefore, constitutional; and

WHEREAS, opening prayers seek peace for the nation, wisdom for its lawmakers, and justice for its people, thus appealing to universal values embodied not only in religious traditions but also in our founding documents and laws;

NOW THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Doña Ana County, State of New Mexico, as follows:

Section I.
The County Commission finds and determines that invocations offered pursuant to this stated practice will preserve, promote and protect the general health, safety and welfare of the County, and hereby adopts this policy. The information contained in the recital clauses above is adopted as findings and conclusions supporting this Resolution.

Section II.
An invocation may be offered at Commission meetings on a rotating, first-come, first-served basis, and be provided for no more than three minutes on a voluntary basis by persons affiliated with local faith-based organizations and ministries. As an alternative, a group or individual having no religious affiliation may request the opportunity to offer a brief statement to reflect on the gravity of the moment, seek peace for the nation, wisdom for its lawmakers and justice for its people, or generally appeal to universal values of our country. Finally, any group or individual may request a moment of silence in place of an invocation. The attached guidance document is adopted to aid in implementing invocations under this Resolution and is incorporated herein as

Exhibit A. The policy adopted above supersedes and replaces any existing policies governing invocations currently in place.

RESOLVED this 27th day of March, 2018.

BOARD OF COUNTY COMMISSIONERS
DOÑA ANA COUNTY, NEW MEXICO

Benjamin L. Rawson

Benjamin L. Rawson, Chair, District 3 **For/Against**

Isabella S

Isabella Solis, Vice-Chair, District 4 **For/Against**

Billy G. Garrett, District 1 **For/Against**

Ramon S. Gonzalez

Ramon S. Gonzalez, District 2 **For/Against**

Kim Hakes, District 5 **For/Against**

COUNTY COMMISSIONERS SEAL DOÑA ANA COUNTY NEW MEXICO

ATTEST:

Scott A. Krahling
County Clerk

STATE OF NEW MEXICO COUNTY CLERK DOÑA ANA COUNTY

DONA ANA COUNTY GUIDANCE DOCUMENT

1. Invocations may be provided as a pre-agenda item preceding regular public meetings of the Board of County Commissioners. The invocation is offered for the benefit of the Commission and is meant to add solemnity to the meetings and ask for wisdom and guidance from a higher authority as the Commission engages in critical issues that affect Dona Ana County residents.

2. An assigned staff person will schedule individuals from local faith-based organizations to offer an invocation on a voluntary basis. The person delivering the invocation shall herein be referred to as a cleric. Clerics wishing to provide the Invocation may also call staff at the Dona Ana County Office (575-525-5802) or email input@donaanacounty.org.

3. A cleric 's faith shall not preclude his/her ability to give an invocation.

4. A group or individual having no religious affiliation may request the opportunity to offer a brief statement to reflect on the gravity of the moment, seek peace for the nation, wisdom for its lawmakers, and justice for its people, or generally appeal to universal values of our country.

5. The Commission serves constituents of all faiths.

6. Invocations or statements shall be given by one person per Board meeting and may not exceed three minutes. All invocations or other statements shall be positive and uplifting and are not an opportunity to disparage other people, organizations, or beliefs. No invocation shall be used to lobby or request funding or support.

7. The Chair of the Commission will introduce a person by name and title prior to an invocation.

8. Some Commission meetings will not have a person scheduled to give an invocation. In such cases, the Chair, at his/her discretion, may ask for a moment of silence.

9. No member of the Commission, public or government at the Commission meeting shall be required or expected to participate in an invocation.

10. No remuneration or other compensation shall be given for providing an invocation

Another story from rabbinical tradition tells of two long-time friends. "Do you love me?" one friend asks the other. "Of course." "Do you know what hurts me?" "No, what hurts?" "How can you say you love me if you don't know what hurts me?"

When my father died two years ago, a fellow chaplain wrote to me with the prayer that I would accept the resurrection of Jesus. Without that acceptance, he wrote, it must seem truly hopeless to bear the death of a loved one. Many other notes from chaplains brought me comfort during that time of grief; this letter brought me pain.

At the 1980 Navy Chaplain Corps Worship, a chaplain began by stressing the need for us to work together as a team during the decade which was about to begin. Inviting us to join together for a moment of prayer, he ended the prayer in the name of the Trinity. I could not add my Amen. Hadn't I been invited to pray with the group? I felt out of place. I wanted to be a part of this prayer, as we faced the future together-and it hurt me that I could not.

Few chaplains would write to me to tell me that there can be no basis for comfort within Judaism, but there are many who let me know that there can be no basis for prayer. We may work together, but we cannot face God together, as servants or as children, not even for a moment. There are times, of course, when the slight is unintentional, and the chaplain simply does not realize that inviting me to join in prayer and then using words which I cannot say is the same as inviting me for dinner and serving food I cannot eat. But there are other chaplains who understand that there are words and expressions which exclude non-Christians, but they see the question of public prayer on an academic plane.

For me, it is not an intellectual question, nor even one of "interfaith relations," a phrase which brings to mind meeting of religious bodies, rather than actions between human beings. When I raise the issue, as I do in this article, it is an attempt to share feelings among friends. It is an effort to let others know what hurts.

PUBLIC PRAYER

A fundamental question for some chaplains has to do with whether it is appropriate for chaplains to participate in "civil ceremonies" at all. For some chaplains prayers made appropriate to civil occasions "water down" the true faith and open up the dangers of "civil religion."

My feeling is that such a danger is overshadowed by the far greater danger of the secular world, that it will be a place of no religion at all. A word of prayer at a civil or secular occasion can be a reminder that faith is not relegated to the synagogue or church. My concern is not simply that our people do not pray in the best way possible; it is that they do not pray at all - they have no relationship to prayer.

Our participation in public events can be a beginning. The danger of encroaching civil religion - and the fear of "watered-down" concem is not that most people do not pray in the best way possible; it is that they do not pray at all. If we fear the specter of "civil religion," we should fear the nearer danger of secularism even more; a world where religion is relegated to the confines of the church or synagogue, kept entirely away from the "real world." Our participation in public events can be a reminder of God's presence, a reminder of something holy - even a reminder of the idea of the holy - for those who have forgotten how to pray or how to dream.

Within our own faith groups we emphasize our particular beliefs and approaches to God. Before men and women of all faiths, we stress the ties that bind through a moment of awareness of the Presence of something larger than ourselves.

We need not begin with the founders of America to understand that there are times to speak of God in general terms. Millennia before the founding fathers celebrated this truth, it was a Biblical prophet Malachi who saw the cruelty of fighting in his time and cried out, "Have we not all one Father? Did not one God create us all?" (Malachi 2:10). His fear was not that he might water down God's word or forget the different cultic responsibilities of Jews and non-Jews. His concern was to remind the world of God's existence and the way that God's care binds all humanity together. In today's world, still torn by strife, it is no "danger" to share this prophetic message and no "cop-out" to follow this example. Instead, it is a challenge worthy of all our faiths.

From any newspaper we can see religion abused so as to tear people apart. Through a moment of prayer we can remind a cynical world that faith can and must be used to bring them together. When entire faith groups are excluded from our prayers, then a chance to face God together is lost. An opportunity to touch men and women of all faiths has become an occasion to relate to our faith group alone. Without prayer which includes all, an opportunity to teach that despite differences we must work together for common good remains a reminder of how separate we stand.

Each of us wears the cross or tablets which identify us as Christian or Jew. In public prayer we have the opportunity to say that our religion, Christianity and Judaism, teaches us to care for others, regardless of their origin. Whatever a public prayer should be, it should not be cruel or uncaring.

One of the most "general" prayers in the Bible is Psalm 117, the Bible's shortest book:

O praise the Lord, all you nations;

PUBLIC PRAYER IN A PLURALISTIC SOCIETY

From the Placer County Law Enforcement Chaplaincy Training Manual, Newcastle, CA

Guidelines for Civic Occasions

Spoken prayer is common on many civic occasions such as club meetings, legislative sessions, graduations, political rallies, testimonial dinners and community forums. Prayer in settings which are primarily secular should bind a group together in a common concern. However, it can become divisive, even if not intended, when forms or language exclude some persons.

Individuals who lead the general community in prayer have a responsibility to be clear about the purpose as well as the nature of the occasion. Prayer on behalf of the general community should be general prayer. General prayer is inclusive, non sectarian and carefully planned to avoid embarrassments and misunderstandings. Those who are reluctant to offer general prayer should be given the option of declining an invitation.

General public prayer on civic occasions is authentic prayer that also enables people to recognize the pluralism of American society.

Prayer of any kind may be inappropriate on some civic occasions. Decisions should show respect both for public diversity and for the serious nature of prayer.

GENERAL PUBLIC PRAYER

Seeks the highest common denominator without compromise of conscience.

Calls upon God on behalf of the particular public gathered; avoids individual petitions.

Uses forms and vocabulary that allow persons of different faiths to give assent to what is said.

Uses universal, inclusive terms for deity rather than particular proper names for divine manifestations. Some opening ascriptions are "Mighty God," "Our Maker," " Source of all Being" or "Creator and Sustainer." Possible closing words are "Hear Our Prayer," "In Thy Name," "May Goodness Flourish," or, simply, "Amen."

Uses the language most widely understood in the audience, unless one purpose of the event is to express ethnic/cultural diversity, in which case multiple languages can be effective.

Consider other creative alternatives, including a moment of silence.

Remains faithful to the purposes of acknowledging divine presence and seeking blessing, not as opportunity to preach, argue or testify.

These guidelines for inclusiveness and sensitivity on prayer should also apply to the content of meditations or addresses on civic occasions, and to the selection and performance of music.

10. PRAYERS THAT HURT

Public Prayer in Interfaith Settings

In the Mekong Delta, it was a Protestant chaplain - Les Westling - who helped me grow as a Jew, and who helped me decide to become a rabbi. With his help, I discovered the love within Judaism; because of his help, I discovered love within Christianity.

After the terrorist truck bomb attack in Beirut, when my skullcap, my Kippa, was lost in the rubble and misery, it was a Catholic chaplain - George "Pooch" Pucciarelli - who cut a circle of cloth from his own Marine camouflage cap to take its place. For others, the Kippa was a symbol of Judaism; for me, his action made this one a symbol of Christianity.

The Talmud tells the story of a Jew who bought a camel from an Arab, only to discover a precious gem hidden in the saddle, of which neither the seller nor the buyer had been aware. When the Jew returned it, the Arab's reaction was one of respect and appreciation for the Jewish faith, for it must be praiseworthy, he said, to teach a man such honest ways.

Colleagues like Les and Pooch helped me to understand the lesson of this Talmudic story; it does not take words to witness for one's faith. It takes love.

KNOWING WHAT HURTS

Praise Him all you peoples;

For His love for us is great;

And the truth of the Lord endures forever. Hallelujah.

Would such a prayer water down our faith?

RIGHTS AND RESPONSIBILITIES

Does not each of us have the right to pray as he or she pleases? We can never be denied the right, or the ability, to pray. As has been written regarding the question of prayer in public schools, there will always be students praying so long as there are teachers handing out tests. In America, of course, we enjoy religious freedom as groups within our houses of worship, speaking to those who share our faiths.

It is the gray area of public prayer before interfaith groups, a modern phenomenon, that the question of the right of the speaker as over against the right of the listeners comes to the fore. For me it is helpful to remember a basic difference between the "law of the land", at least in the West, and the "law of the Bible." The former considers a situation from the point of view of rights, while the latter is more concerned with responsibilities.

When we accept the invitation or the assignment to participate in a public ceremony by offering a word of prayer, we understand that we are making a contract of sorts. Analogously we do not agree to participate in a wedding and then use the ceremony as the occasion to speak against the union. It seems to me, if there is a right involved, it is not the right to word the prayers as we please, but a right to be exercised much before the occasion: the right to decline to participate. It is the right of the chaplain who cannot offer a "general" prayer to decline, in the same way that we may choose not to participate in baptisms, weddings, or funerals.

If we accept the invitation, however, we have a responsibility to understand that we have been asked to add a reminder of the holy and challenged to touch and inspire those present through a moment of shared prayer. We have not been asked to preach nor to confess our faith. We have a responsibility to our conscience and our faith, but we also have a responsibility to those before whom we stand. Neither can be ignored.

PRACTICAL CONSIDERATION

At the most practical level, it is well for us to remember that participation in a civil ceremony may be only a small part of our ministry, but it often lays the groundwork for much of what follows.

There is a storv of a young sailor who hesitated to speak to the chaplain when he saw that the chaplain's faith was different fro... ..s c.,n. "Chaplain" he stammered, "I hope you won't try to change my faith." Don't worry, friend," the chaplain answered, "but together perhaps we can understand how our faith can change us."

Parents still send their children off to the military with the reminder that if problems arise they are to go "see the chaplain." What a wonderful basis for ministry. Because we are "religious," our people believe we must care about others. Often our civilian counterparts do not enjoy such good publicity. In Religion, we learn from the prophets, includes a demand for justice-and so it is appropriate that chaplains are sought out when the military system seems unfair. We are men and women of faith, and so we are approached when others feel loneliness or pain or seek reason for hope.

When we offer public prayer, we are often being "sized up" by men and women who may one day need us. When our prayers disappoint the listeners, they may give us another chance - or even come to us for advice! But when our prayers hurt those who hear us, we may simply never hear from them. In my line-officer days I know that I would never approach a chaplain whose prayer denied my existence. When I try to teach Jewish sailors that they should approach "their" ship's chaplain for help, I often know they will not. "He doesn't care about me," they tell me. "You should hear his evening prayer..."

On the other hand, we should not underestimate the impact of inclusive prayers. We ;might think it is a neutral act to offer a general prayer, but it is not. It is understood, at least by many, as a positive action: a careful and inclusive word of prayer is an act of love.

CHRISTIAN THEOLOGICAL CONSIDERATIONS

For many Christians, the New Testament gives a scriptural basis for "general" prayers. They point to Jesus' prayer as an example. When asked how to pray, Jesus began, "Our Father, who art in heaven... " (Matthew 6:9 and Luke 11:2). For another illustration of "general" prayers, they point to the words of Stephen recorded in Acts 7:60, "Lord, lay not this sin to their charge." Or "God, be merciful to me, a sinner," written in Luke 18:13

Many of the New Testament epistles end with prayers offered in the name of Jesus, but in the Epistle to the Hebrews there is a simple prayer we might emulate today when ending an invocation or benediction, "Grace be with you all, Amen." (Hebrews 22:25)

There are verses in the New Testament, however, which some Christians understand to teach that the Christian faith requires prayer to be offered in Jesus' name. "Whatsoever you shall ask of the Father in my name, He will give it to you." (John 16:23-26). This verse is sometimes translated a different way: "Whatsoever you shall ask of the Father, in my name He will give it to you." This rendering seems to teach something quite different, but keeping the first reading, how does this verse apply to the subject at hand?

For some Christians, the idea of praying with a phrase as "In His Name," "In Your Name," or In the name of the Lord," allows them to remain true to the verse and yet open enough to allow others to accept the prayer as well. Others accept the Trinitarian understanding that where one person of the trinity is present, all are present. A prayer to the Father, or to God's Holy Spirit, invokes Jesus as well. And for still other

Christians, any prayer rooted in the love and faith of Christianity is in fact a prayer asked "in Jesus' name," regardless of what words are used. The word, name, in this context means more than a title, it means being or essence. Praying in His name means praying as His representative, praying as a person filled with His Love.

Finally for those who would interpret the verse most strictly, I offer a "Rabbinical" answer in terms of the struggle we share - the challenge to remain true to our faiths and yet offer something which can bring us together in faith, even for a moment. If the verse means that prayers asking for something must be offered in the name of Jesus, is it not acceptable to offer prayers which are not petitions in a different manner?

Can we not touch or inspire persons of all faiths through a word or prayer of praise? ("Whoever offers praise glorifies me." Psalms 50:23) Can we not offer a word of thanksgiving? ("This is the day the Lord has made; we will rejoice and be glad in it. "Psalms 118:23) Christians can heed Paul's advice in Colossians 3:16 and Ephesians 5:19 to offer psalms and hymns, or drawing from the Roman Catholic Bible, Christians can follow the example of Ben Sirach and bear witness to God's presence through the glory of His world: "Behold the rainbow, then bless its maker." (Ecclesiastics 43:11)

For some Christians sharing the proclamation that "Jesus is Lord" becomes the proof of faith. "No one can say Jesus is Lord except by the Holy Spirit." (I Corinthians 12:3) Speaking these words becomes a way of invoking the presence of the Holy Spirit and therefore an important part of Christian prayer. But if we see the opportunity to offer prayer in a public setting, before men and women of all faiths, as a challenge or privilege and not a right, then the struggle must be to find other ways to proclaim our faith and other ways to make the moment holy.

My contention is that there are other ways for us all. We can search for other verses in the New Testament: "When we cry Abba! Father!" It is the Spirit Himself bearing witness with our spirit that we are children of God." (Romans 7:15f) But with or without specific verses we know we witness for our faith when it fills us with love enough to care about each other.

If it is a choice between an imperfect prayer or an action which will divide us at the very moment given to bring us together, then let us opt for the caring word and trust that God will understand. "The Spirit helps us in our weakness; for we do not know how to pray as we ought; but the Spirit himself intercedes for us with sighs to deep for words." (Romans 8:26) From the thirteenth chapter of I Corinthians, we learn that love is better than prayer...even better than prophecy.

JEWISH THEOLOGICAL CONSIDERATIONS

In some ways it may be easier for a Jewish chaplain who is invited to participate in public prayer to offer an inclusive or general prayer. There are many verses in the Hebrew Scriptures which seem to assure us that there is no special formula for prayer. From the shortest prayer in the Bible (Numbers 12:13-five Hebrew words) to the longest (Deuteronomy 9:25- one that lasted forty days and forty nights), we understand prayer as a cry from the heart. "The Lord is near to all who call upon Him," Psalms 145), and so the exact words are less important than the act of prayer itself. After all, God hears us even when we do not use words at all. He hears and heeds the pain of slaves (Genesis 3:7) and the sighs of prisoners (Psalms 79:11).

In a beautiful discussion in the Talmud, the rabbis offer the story of the woodcutter who, lost in the woods, knows he will not make it to the congregation in time for evening prayers. "Lord," he prays, "I am not an educated man. I do not know the prayers by heart. But, I know the alphabet, and I will recite it. Please rearrange the letters to form the prayers you know exist in my heart.

This is not to say that the wording of public prayer is not a problem or challenge for the Jewish chaplain. Many of the prayers I regularly offer within Jewish settings would simply be inappropriate for interfaith groups. A widespread myth has it that Jewish chaplains are not asked to change their prayers and so it is "unfair" to expect such action on the part of Christians. The fact is that Rabbis, like the Christian clergy with who we serve, must choose words carefully in interfaith groups. If the prayers offered by Jewish chaplains seem "acceptable" then perhaps we tread more softly, for we, like other minorities, know the pain of being ignored.

Although I pray in the synagogue that we not lose faith in the coming of the Messiah - in all the millennia of our yearning he has not yet arrived - I would not offer these words in a non-Jewish setting. If I pray for strength to reject false messiahs - false in Jewish terms - I would not do so before an interfaith group. Words which refer to the horrors of the holocaust, or the hopes of Zionism, or the State of Israel come as naturally to my lips during synagogue prayer as a reference to the Trinity might come to those of a Christian colleague, but references to the Holocaust, Zionism, or the State of Israel are seldom appropriate in non-Jewish settings, at least not without extra words to explain their relevance or to show sensitivity to the needs and cares of all those present.

Some rabbis believe we cannot compose our own prayers in public, but that we are restricted to those handed down to us from the past. When these rabbis are asked to offer public prayer, they often choose to read lessons instead of prayer.

Today it is also important for us to recognize that there are other questions of sensitivity which challenge us to be sensitive to the feelings of those gathered for prayer. An immediate example is language which does not recognize racial integrity or which excludes or hurts women.

LANGUAGE THAT HURTS

The intention of the prayer is basic and some maintain that the intention is all that is important, not the impact on the hearers. If the intention is not to hurt then it is not important that we do for the problem, if there is one is in the minds of the hearers.

Neither life nor prayer is that simple. Once we know that an action or a word hurts a neighbor, it is not a question of right and wrong alone. It is a question of causing pain or trying not to do so. Because male gender was once used in a neutral sense does not mean that it is still so used today. If it seems awkward to find words which do not exclude women, perhaps we are saying that we do not feel their feelings are worth our effort. When someone explains to me that an offense is the "Christian" thing to do, it is the same as a white man offending a black and then offering the weak apology that he had done the "white" thing.

Certainly we sometimes misuse language innocently. Following the initial advertising of the manufacturer, I always used the phrase "flesh colored Band-Aids," until a Black friend pointed out that the Band-Aids were not the color of his flesh. Language changes. Once we know what hurts, we must change as well.

FINDING A WAY

The faith and the conscience of some chaplains allow them to choose words for public prayers that easily touch us all. Other chaplains, who are unwilling or unable to change the exclusivity of their prayers, choose not to participate in an interfaith prayer setting. For those of us who struggle with this problem, feeling that there is a tension between the responsibilities of one's faith and the responsibility to those we serve, the following ideas are offered as suggestions.

In Your Name. Phrases such as "For you name's sake." and "For the glory of your name," are found throughout the Bible Psalm 79 uses both. Another simple, scriptural ending for prayers can be taken from Psalm 72: "Blessed be His glorious name forever."

Silent Ending. Psalm 19 speaks of prayer as "the words of my mouth, and the meditation of my heart." God hears both. Could we not offer prayer aloud, and when the petitions are finished, conclude in silence offering our particular endings as we choose?

Invitational Ending. As a variation of the silent ending, I have sometimes offered a prayer and ended with the invitation for all persons present to complete the prayer using the words of their faith and of their tradition.

Shared Images. When Abraham prayed with Melchizedek (Genesis 14) this non-Jewish priest offered a prayer to "the most high God, the possessor of heaven and earth." One modern rabbinical commentary points out that this may be the first example of persons of different faiths searching for a "shared image" in order to join together in prayer.

The story may be an appropriate basis for our prayer, "in the Lord's name," which allow both Christians and Jews to say amen, even if the words take on different meanings within the different traditions. The Bible offers many shared images. So we may pray together to God as savior, redeemer, shepherd, creator, and king. Even the image of the Holy Spirit has a Jewish meaning. It comes from the Jewish idea of ruah ha-kodesh.

Is the Lord's Prayer appropriate for interfaith expression? Although it is based on Jewish prayers, this prayer has become the Christian prayer par excellence. In the past Jewish scholars have generally taught that Jews should not recite it. Perhaps today we Jews should re-examine the situation. If this prayer were offered by someone attempting to find common ground for prayer, should we Jews not respond by participation?

Biblical Readings. We may simply offer appropriate words form the Bible as our contribution to the public ceremony. As a benediction, the priestly blessing recorded in Numbers 6 is often used in this way.

Parables. Some rabbis offer a teaching, a d'var Torah, a Word of Torah, rather than a prayer. Could we not offer a parable or story which shares a biblical image or scriptural hope? When using the holy books of the Jewish and Christian traditions, my feeling is that we should not restrict ourselves to those we have in common. Many Christians have led devotions based on Christian New Testament readings which have included me completely. "From this story in the New Testament, which is a part of the Christian Bible, we can all learn an important message..."

Interfaith Endings. Although somewhat awkward, it is possible to use an ending which is both particular and universal. For example, "We who are Christians offer this prayer in the name of Jesus; but all of us-regardless of our individual religions - offer it in the name of the Almighty God, Creator of Heaven and Earth.

Personal Prayers. While most of this article deals with public prayer offered aloud - a prayer to which each listener can add a personal amen - there is one additional alternative. The possibility exists for a chaplain to see his or her participation as an opportunity to offer a simple, personal prayer, perhaps asking others to do the same, in silence. I should think that such a prayer would require an introduction: "I thank you for the opportunity to offer a personal prayer from my tradition: It is my hope that something I say may touch you so that you may pray for a moment as well."

One final alternative, linked to this idea, comes from my experience with a Christian chaplain who struggled with the matter for months. He made two small but significant changes in his way of offering public prayer. When he began, he no longer said, "Let us pray." When he ended, he did not say, "In Christ's name we pray." Instead he said, "In Christ's name I pray." Perhaps few noticed the changes, and perhaps that is a weakness of this approach. But I know that I appreciated the sensitivity.

PRAYING TOGETHER

The word, amen, means "it is true," or "may it be so." According to Jewish tradition, adopted by Christianity, saying amen is the equivalent of reciting the entire prayer. (Talmud, Berakhot 53b) Because of this, the Talmud cautions Jews not to say amen to prayers of non-Jews, unless they have heard the entire prayer. (Berakhot 51b) Prayer is taken seriously, and we must be able to make it our own before saying amen.

At the same time, the idea of joining another human being in prayer was seen as an action filled with power and hope. Setting aside our differences and praying together "opens the gates of Paradise." (Talmud Shabbat 119b) Through a play on words, the Talmud sees hidden meaning in a Biblical verse, Isaiah 26:2. Although it is ordinarily read as, "open ye the gates (of paradise) that the righteous nation which keepeth truth may enter in," a slight change in the vowel marks of the Hebrew renders it, "Open ye the gates of righteousness, that the righteous nation which says amen may enter it!"

In 1984 a civilian minister served as one of the visiting scholars at the annual Navy Chaplain Corps Professional Development Conference. He led us in prayer as part of his presentation, but his prayer was worded in such a way as not to include me. One of my colleagues, a Christian chaplain, approached him after the session, and told the speaker that he was unable to pray because of the anguish he had felt for me. His thoughts were on me because he sensed that I was excluded.

During the next session of the conference, the speaker related the conversation to the group. he told us he had learned to think of prayer in a different light and that he was deeply touched that there could be such love among ministers of different faiths. Not just words of love, but love.

"The Christian Chaplain does love me," I thought to myself. "He knows what hurts, and he cares."

Chaplain Greg Kammann, Portland Or, PD spotted this article for us. Chaplain Resnicoff graciously agreed to our reprinting it. It originally appeared in MILITARY CHAPLAINS REVIEW. Chaplain Resnicoff added this postscript to the article: "I have received many beautiful responses to this article. But the most touching came from a minister who told me that he now uses the verse from Psalms which I quoted, "The words of my mouth and the meditations of my heart."

"Now, he says, when someone asks why he did not close a prayer "in Jesus' name", he answers them: "I did. I ended it in Jesus name because I love Him. I ended it silently because I love my neighbor, as well."

COUNTY OF DONA ANA) RESOLUTION
STATE OF NEW MEXICO) ss PAGES: 10

I Hereby Certify That This Instrument Was Filed for
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Of The Records Of Dona Ana County

Witness My Hand And Seal Of Office,
Scott Krahling, County Clerk, Dona Ana, NM

Deputy Gerardo Barrera

Dona Ana Board of County Commission Invocation Sign-up

Date	Title	Name	Contact (cell)	Email	Organization
3/27/2018	Rabbi	Bery Schmugler	505-488-1488	rabbi@chabadlc.org	Chabad Jewish Center
4/10/2018	Mrs.	Cheryl Young	575-496-1637	hanky@lcgrm.org	L.C. Gospel Rescue Mission
4/24/2018	Rev.	John Powell	575-496-7326	powell4@zianet.com	1st Evangelical Free Church
5/8/2018	Rev.	Bob Ortega	575-496-3139	pastorbobnm@aol.com	Calvary Chapel
5/22/2018		TBD	575-523-7577		Roman Catholic Diocese of Las Cruces
6/12/2018	Pastor	Conrad Valdez	575-496-3890	conrad.valdez@yahoo.com	Living Waters Assembly of God
6/26/2018	Mr.	Paul Furth	575-621-4225	pfurth19@gmail.com	NT House Church
7/10/2018	Bishop	Justin Sherwood	575-640-4836	justin@cabinetsbysherwood.com	Church of Jesus Christ of Latter Day Saints
7/24/2018	Rev.	Patrick Tebbano	505-373-0258	pntebbano@hotmail.com	University Presbyterian Church
8/14/2018	Mr.	Henry Young	575-496-1637	hanky@lcgrm.org	L.C. Gospel Rescue Mission
8/28/2018	Rev.	John Pickett	575-650-5412	joncpick@gmail.com	Cross Town Ministries
9/11/2018	Rev.	Ruben Rodriguez	575-496-9789	landmarklascruces@live.com	Landmark Church
9/25/2018	Bishop	Mariano Acosta	575-649-0313	Mariano9611@gmail.com	Church of Jesus Christ of Latter Day Saints
10/10/2018	Dr.	Margaret Short	575-649-536	margaret.short@LPNT.net	Pastoral Care Director - MMC
10/23/2018					
11/14/2018					
11/27/2018					
12/11/2018					

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Doña Ana County Manager's Office **Initiating Department**	July 22, 2025 **Meeting Date**
Stephen Lopez, Assistant County Manager **Contact Person**	16 **Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

APPROVE ALLOCATION OF $187,000.00 VIA A GRANT PROGRAM TO CRRUA FOR THE PURPOSE OF REPAIRING OR REPLACING FIRE HYDRANTS IN THE SANTA TERESA UNINCORPORATED AREAS AND INDUSTRIAL PARK; AUTHORIZES COUNTY MANAGER TO ESTABLISH A GRANT PROGRAM, CRITERIA, AND TO SIGN RELATED DOCUMENTS

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

SUMMARY OF FINANCIAL IMPACT

ADMINISTRATIVE REVIEW AND APPROVAL

Gloria Maldonado, Administrative Assistant	Created/Initiated - 7/10/2025
Stephen Lopez, Assistant County Manager	Final Approval - 7/16/2025

DOCUMENT CONTROL

For Signature: No	**For Recording:** No	**Deadline for Return:**

Doña Ana County
Executive Summary

Meeting Date: 07/22/2025

Agenda Item Title: Approve up to $187,000 via grant program for repair/replacement of CRRUA fire hydrants

Overview:

Approves allocating up to $187,000 from County reserves for the purpose of replacing fire hydrants in the unincorporated portion of the CRRUA water and wastewater service area. An inspection by County Fire Rescue earlier this year identified as many as 31 hydrants out of 110 inspected as being out of service. The grant amount is estimated to cover 50% of the hydrants that are out of service. CRRUA has indicated they will pursue funds to cover the remaining hydrants based on an upcoming rate review/adoption.

Authorizes the County Manager to establish the grant program and sign any related documents.

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

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Legal/Risk Management Department	July 22, 2025
Initiating Department	**Meeting Date**
Cari Neill, Interim County Attorney	17
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) FOR WAGE INCREASE – COURTHOUSE SECURITY UNION

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

The Courthouse Security Union has agreed to forgo their step plan in favor of receiving cost of living increases. Along with this, they have agreed to a wage increase for FY26, FY27, and FY28. The MOU is necessary because the remainder of the contract is still being negotiated and final approvals of the contract may be several months away. The MOU allows the wage increase to begin in the first pay period after approval.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

MOU explaining the agreed-upon wage increase.

SUMMARY OF FINANCIAL IMPACT

ADMINISTRATIVE REVIEW AND APPROVAL

Gloria Maldonado, Administrative Assistant	Created/Initiated - 7/14/2025
Cari Neill, Interim County Attorney	Final Approval - 7/17/2025

DOCUMENT CONTROL

For Signature: No	**For Recording:** No	**Deadline for Return:**

MEMORANDUM OF UNDERSTANDING BETWEEN DONA ANA COUNTY AND THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES; NEW MEXICO COUNCIL 18, COURT SECURITY LOCAL 1879

CHANGES TO ARTICLE 31
WAGE INCREASE AND REOPENER

The parties hereby agree to amend Article 31 of the Collective Bargaining Agreement as agreed to on July 14,2025, as follows:

Union members will receive raises over the next three (3) years of 1.5% for 2025 (FY 26), 1.5% for 2026 (FY 27), and 1.5% for 2027 (FY 28). Additional increases to wages may be necessary at the completion of the Compensation and Classification study if the study shows positions are being paid below the expected compensation level.

Union members will receive the COLAs or other similar adjustments in place of the previously negotiated step compensation plan.

This Memorandum of Understanding shall be effective upon approval by the Board of County Commissioners of Dona Ana County and its contents included in the Collective Bargaining Agreement. The wage increase shall be issued to union members beginning at the first full pay period after the MOU is approved by the BOCC.

The American Federation of State County and Municipal Employees New Mexico Council 18, Court Security Local 1879

____________________________	________________________
Signature	Date

Dona Ana County

____________________________	________________________
Scott Andrews	Date

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Doña Ana County Manager's Office	July 22, 2025
Initiating Department	**Meeting Date**
Stephen Lopez, Assistant County Manager	18
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

HEARING ON RESOLUTION TO RAISE SOLID WASTE COLLECTION FEES

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Hearing on Resolution to raise solid waste collection fees

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

SUMMARY OF FINANCIAL IMPACT

ADMINISTRATIVE REVIEW AND APPROVAL

Stephen Lopez, Assistant County Manager	Created/Initiated - 7/10/2025
Stephen Lopez, Assistant County Manager	Final Approval - 7/16/2025

DOCUMENT CONTROL

For Signature: No	**For Recording:** No	**Deadline for Return:**

Doña Ana County
Executive Summary

Meeting Date: 07/22/2025

Agenda Item Title: Approve resolution to change solid waste collection punch card fees from $4 per punch to $5 per punch starting August 1, 2025; increasing by $1 per punch every 2 years thereafter until 2031.

Overview:

This is a Resolution for the Board of County Commissioners to approve the proposed rate increases for solid waste disposal at transfer stations, pursuant to the requirements of County Ordinance Chapter 287 [Solid Waste], §8 Fees. The minimum tipping fee currently charged by South Central Solid Waste Authority is $7.80, and the current $4 punch has not been increased in over a decade. The recommended schedule for catching up and minimizing the loss of funds by the County, while simultaneously minimizing the impact to residents, is:

- Effective August 1, 2025, the cost for each punch of a card (or equivalent) shall be $5;
- Effective August 1, 2027, the cost for each punch of a card (or equivalent) shall be $6;
- Effective August 1, 2029, the cost of each punch of a card (or equivalent) shall be $7; and
- Effective August 1, 2031, the cost of each punch of a card (or equivalent) shall be $8.

NOTICE OF PUBLIC HEARING

On June 10, 2025 the Board of County Commissioners of Doña Ana County (BOCC) directed that a public hearing be conducted at their Regular Meeting **on July 22, 2025** at 9:00 a.m. on the question of whether to approve an increase in solid waste disposal punch card fees. The Public hearing will be held at the Doña Ana County Government Center located at 845 N. Motel Blvd., Las Cruces, New Mexico.

GENERAL SUMMARY: Pursuant to Ordinance Chapter 287 [Solid Waste], §8 Fees, the Board will consider a Resolution to raise fees as follows:

- Effective August 1, 2025, the cost for each punch of a card (or equivalent) shall be $5;
- Effective August 1, 2027, the cost for each punch of a card (or equivalent) shall be $6;
- Effective August 1, 2029, the cost of each punch of a card (or equivalent) shall be $7; and
- Effective August 1, 2031, the cost of each punch of a card (or equivalent) shall be $8.

Written comments regarding the proposed fees may be made in advance by submitting to: County Manager, 845 N. Motel Blvd., Las Cruces, NM 88007. In addition, there will be an opportunity for public comment during the hearing.

Should you require special accommodations as a result of a disability, please contact the County ADA Coordinator at 525-5884 (voice), 525-5951 (TTY), or 1-877-827-7200 (toll free), or write to ADA Coordinator, 845 N. Motel Blvd. , Las Cruces, new Mexico 88007. Spanish language interpretation services are available upon request. Please contact the Community & Constituent Services Office at 525-6163, at least 48 hours prior to the event. **Servicios de interpretación será disponible por petición. Por favor contacte la Oficina de Servicio a la Comunidad y Constituyentes al 525-6163 por lo menos 48 horas adelantado para pedir este servicio.**

Publish: Las Cruces Sun News no later than Sunday, June 15, 2025.

LocaliQ
Texas/New Mexico
GANNETT

PO Box 631667 Cincinnati, OH 45263-1667

AFFIDAVIT OF PUBLICATION

Dona Ana County Utilities
845 N Motel Blvd
Las Cruces NM 88007

STATE OF WISCONSIN, COUNTY OF BROWN

The Las Cruces Sun News, a newspaper published in the city of Las Cruces, Dona Ana County, State of New Mexico, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

06/13/2025, 06/15/2025, 06/16/2025, 06/17/2025, 06/18/2025, 06/19/2025, 06/20/2025, 06/22/2025, 06/23/2025, 06/24/2025, 06/25/2025, 06/26/2025, 06/27/2025, 06/29/2025, 06/30/2025

and that the fees charged are legal.
Sworn to and subscribed before on 06/30/2025

Legal Clerk

Notary, State of WI, County of Brown

8·25·26

My commission expires

Publication Cost:	$1105.14		
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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING

On June 10, 2025, the Board of County Commissioners of Doña Ana County (BOCC) directed that a public hearing be conducted at their Regular Meeting on July 22, 2025 at 9:00 a.m. on the question of whether to approve an increase in solid waste disposal punch card fees. The Public hearing will be held at the Doña Ana County Government Center located at 845 N. Motel Blvd., Las Cruces, New Mexico.

GENERAL SUMMARY: Pursuant to Ordinance Chapter 287 [Solid Waste], §8 Fees, the Board will consider a Resolution to raise fees as follows:

- Effective August 1, 2025, the cost for each punch of a card (or equivalent) shall be $5;
- Effective August 1, 2027, the cost for each punch of a card (or equivalent) shall be $6;
- Effective August 1, 2029, the cost of each punch of a card (or equivalent) shall be $7; and
- Effective August 1, 2031, the cost of each punch of a card (or equivalent) shall be $8.

Written comments regarding the proposed fees may be made in advance by submitting to: County Manager, 845 N. Motel Blvd., Las Cruces, NM 88007. In addition, there will be an opportunity for public comment during the hearing.
Should you require special accommodations as a result of a disability, please contact the County ADA Coordinator at 525-5884 (voice), 525-5951 (TTY), or 1-877-827-7200 (toll free), or write to ADA Coordinator, 845 N. Motel Blvd. , Las Cruces, New Mexico 88007. Spanish language interpretation services are available upon request. Please contact the Community & Constituent Services Office at 525-6163, at least 48 hours prior to the event. **Servicios de interpretación será disponible por petición. Por favor contacte la Oficina de Servicio a la Comunidad y Constituyentes al 525-6163 por lo menos 48 horas adelantado para pedir este servicio.**

June 13, 15, 16, 17, 18, 19, 20, 22, 23, 24, 25, 26, 27, 29, 30 2025
LACO0315587

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

RESOLUTION NO. 2025-_______

WHEREAS, the Board of County Commissioners has established solid waste collection fees in Ordinance Chapter 287 [Solid Waste], §8 Fees; and

WHEREAS, the current fee of $4 per use of a disposal punch card (the cost of disposing of up to 200 lbs. of trash at a transfer station) has been in place for over a decade; and

WHEREAS, the minimum tipping fee being charged by South Central Solid Waste Authority is currently $7.80; and

WHEREAS, the County needs to reduce the amount of loss associated with undercharging for solid waste services in a manner that minimizes the financial challenges some residents might face; and

WHEREAS, the Ordinance requires publication of notice of intent to change fees, and then subsequent passing of the news fees pursuant to resolution,

NOW THEREFORE, be it resolved by the Board of County Commissioners that:

- The County Manager is directed to publish notice of intent to raise fees as follows:
    - Effective August 1, 2025, the cost for each punch of a card (or equivalent) shall be $5;
    - Effective August 1, 2027, the cost for each punch of a card (or equivalent) shall be $6;
    - Effective August 1, 2029, the cost of each punch of a card (or equivalent) shall be $7; and
    - Effective August 1, 2031, the cost of each punch of a card (or equivalent) shall be $8.

ADOPTED this 22nd day of July, 2025.

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

Christopher Schaljo-Hernandez, District 1, Chair	**For/Against**
Susana Chaparro, District 4, Vice-Chair	**For/Against**
Gloria Gameros, District 2	**For/Against**
Shannon Reynolds, District 3	**For/Against**
Manuel A. Sanchez, District 5	**For/Against**

ATTEST:

Amanda López Askin, Ph.D.
County Clerk

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Community Development	July 22, 2025
Initiating Department	**Meeting Date**
Denisse Carter, Economic Development Administrator	19
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

APPROVE THYSSENKRUPP MATERIALS N.A. LOCAL ECONOMIC DEVELOPMENT ACT (LEDA) PROJECT ORDINANCE FOR AN AWARD OF UP TO $500,000.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

The New Mexico Economic Development Department (NMEDD) proposed a Local Economic Development Act (LEDA) award of up to $500,000 towards thyssenkrupp's expansion and/or construction of a material processing and distribution facility at 950 Industrial Avenue, Santa Teresa, in the Westpark Industrial Park in Doña Ana County, New Mexico. The company will expand its operations at the facility and will increase employment to 90 people by June 30, 2030. Staff is requesting approval of the proposed ordinance authorizing the project, including the Project Participation Agreement, Intergovernmental Agreement, and financial guarantee. The legal notice was published in the Las Cruces Sun News on Monday, June 30, 2025.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Notice of Publication
Ordinance
Project Participation Agreement (PPA)
Intergovernmental Agreement (IGA)

SUMMARY OF FINANCIAL IMPACT

$500,000 will be provided to Doña Ana County from the New Mexico Economic Development Department (NMEDD).

ADMINISTRATIVE REVIEW AND APPROVAL

Denisse Carter, Economic Development Administrator	Created/Initiated - 7/9/2025
Christina Ainsworth, Community Development Director	Approved - 7/10/2025
Asma Dawood, Finance Director	Approved - 7/10/2025
Lucio Luttrell, Budget and Research Officer	Approved - 7/14/2025
Jonathan Macias, Assistant County Manager	Approved - 7/15/2025
Scott Andrews, County Manager	Final Approval - 7/16/2025

DOCUMENT CONTROL

For Signature: Yes	**For Recording:** No	**Deadline for Return:**

Doña Ana County

Executive Summary

Meeting Date:	July 22, 2025.
Agenda Item Title:	Approve ***thyssenkrupp Materials, N.A.*** Economic Development Act (LEDA) Project ordinance.
Overview:	***thyssenkrupp Materials, N.A.*** submitted an application, pursuant to the County's Local Economic Development Act Plan Procedures (Doña Ana County Code Chapter 166), seeking a grant of economic development funds in the amount of up to $500,000 for the company's expansion and/or construction of a material processing and distribution facility at 950 Industrial Avenue, Santa Teresa, in the Westpark Industrial Park in Doña Ana County, New Mexico. The company will expand their operations at the facility and will increase employment to 90 people by June 30, 2030. The grant funds will be provided by the State of New Mexico Economic Development Department (NMEDD) and shall be made available to the County to act as fiscal agent for the disbursement of the funds for the project, and to oversee project compliance.

Las Cruces Sun News.

Public Notices

Originally published at lcsun-news.com on 06/30/2025

NOTICE OF
PUBLIC HEARING
On June 24, 2025, the Board of County Commissioners of Doña Ana County (BOCC) directed that a public hearing be conducted at a regularly scheduled Commission meeting at 9:00 a.m. on July 22, 2025. At the public hearing the Board will determine whether to adopt the Ordinance Approving the thyssenkrupp Materials, N.A., Proposal for a Local Economic Development Act (LEDA) Project, as summarized below.
The public hearing will be held at the Doña Ana County Government Center located at 845 N. Motel Blvd., Las Cruces, New Mexico. Should you require special accommodations as a result of a disability, please contact County ADA Coordinator at 575-647-7210 (voice), 575-525-5951 (TTY), or 1-877-827-7200 (toll free), or write to ADA Coordinator, 845 N. Motel Blvd., Las Cruces, New Mexico 88007. Spanish language interpretation services are available upon request. Please contact the Community & Constituent Services Office at 575-525- 6163, at least 48 hours prior to the event. Los Servicios de interpretación en español están disponibles por medio de petición. Favor de contactar a la Oficina de Servicios Comunitarios y Constituyentes al 575-525-6163 mínimo 48 horas antes de la reunión.
The official title of the proposed ordinance is: “thyssekrupp Materials, N.A. ECONOMIC DEVELOPMENT PROJECT ORDINANCE”
GENERAL SUMMARY: thyssenkrupp Material, N.A. submitted an application, pursuant to the County’s Local Economic Development Act Plan Procedures (Doña Ana County Code Chapter 166), seeking a grant of economic development funds in the amount of up to $500,000 for the company’s
expansion and/or construction of a material processing and distribution facility at 950 Industrial Avenue, Santa Teresa, NM in the Westpark Industrial Park in Doña Ana County, New Mexico (the Project). The company will expand their operations at the facility and will increase employment level to 90 people by June 30, 2030. If approved, the grant funds will be provided by the State of New Mexico Economic Development Department (NMEDD) and shall be made available to the County to act as fiscal agent for the disbursement of the funds for the project and to oversee project compliance.
A copy of the proposed ordinance and Agreements are available for inspection at the Office of the County Clerk, Doña Ana County Government Center, 845 N. Motel Blvd., Las Cruces, New Mexico during regular business hours.
The public may attend the Doña Ana County Board of County Commissioners meeting via livestream on https://www.donaanacounty.org.
06/30/2025 #11446184

DOÑA ANA COUNTY ORDINANCE NO. ____ - 2025

AN ORDINANCE APPROVING thyssenkrupp MATERIALS, N.A. PROPOSAL FOR AN ECONOMIC DEVELOPMENT PROJECT

WHEREAS, the County of Doña Ana (the "County"), acting through its Board of County Commissioners, is a political subdivision duly organized and existing under the laws of the State of New Mexico (the "State"); and

WHEREAS, Article 9, Section 14 of the State constitution permits counties to create new job opportunities by providing land, buildings or infrastructure for facilities to support new or expanding businesses, provided that adequate safeguards are employed to protect public monies and resources; and

WHEREAS, pursuant to the Local Economic Development Act, Sections 5-10-1 through 5-10-13 NMSA 1978 (the "Act"), no public support for economic development may be provided until the governmental entity has adopted by ordinance an economic development plan and has approved by a second ordinance an application for a project in keeping with such plan; and

WHEREAS, on September 22, 2009, pursuant to Doña Ana County Ordinance No. 246-2009 (the "Economic Development Plan Ordinance") and later codified as Chapter 166 in the Doña Ana County Code, the County established the Doña Ana County Economic Development Plan (the "Plan") as the County's economic development plan as required by Section 5-10-6, NMSA 1978; now codified as Chapter 166 of the Code of Doña Ana County; and

WHEREAS, as provided in the Economic Development Plan Ordinance, the County considered an application from thyssenkrupp Materials, N.A. which proposed that the County serve as the local government conduit for an appropriation up to $500,000 from the Legislature of the State of New Mexico (the "LEDA Funds") to go toward the Company's expansion and/or construction of a material processing and distribution facility at 950 Industrial Avenue, Santa Teresa in the Westpark Industrial Park in Doña Ana County, New Mexico; and

WHEREAS, the County has determined that thyssenkrupp Materials, N.A. is a "qualifying entity", and the Project is an "economic development project" as those terms are defined by the Act;

NOW, THEREFORE, BE IT ORDERED BY THE DOÑA ANA COUNTY BOARD OF COUNTY COMMISSIONERS:

Section 1. Short Title.
This ordinance may be cited as the " thyssenkrupp Materials, N.A. Economic Development Project Ordinance."

Section 2. Purpose.
The Economic Development Project Ordinance is adopted to approve the Project, and the above-identified agreements related to the Project.

Section 3. The Project.
The County hereby approves thyssenkrupp Materials, N.A. as a qualifying entity and the Project as an economic development project under the Act and Section 5 of the Economic Development Plan Ordinance. This approval is conditioned upon those matters set forth in the Project Participation Agreement to be entered into by the County and thyssenkrupp Materials, N.A., and all applicable local, state and federal laws.

Section 4. Project Revenue Fund.
The Project Revenue Fund (the "Fund") is hereby established pursuant to the Economic Development Plan Ordinance. All revenue related in any way to the Project shall be deposited into the Fund and any such revenue deposited into the Fund shall be expended only for approved reimbursable expenses related to the Project and upon approval from the New Mexico Economic Development Department and the County. Any unexpended and encumbered balances in the Fund shall be transferred to the New Mexico Economic Development Department NMEDD upon termination of the Project as set forth in Section 6, herein.

Section 5. Project Agreements.
The County hereby authorizes the County Manager to enter into a Project Participation Agreement, an Intergovernmental Agreement, and a security agreement that substantially conforms to the forms attached to this Ordinance. Those Agreements shall be incorporated into this Ordinance by reference and made a part of this Ordinance.

Section 6. Termination.
Termination of the Project that is the subject of this Ordinance, shall be by a subsequent ordinance. Any termination ordinance shall provide for termination of the above-referenced Agreements and shall provide for satisfying the existing rights of the parties thereunder.

Section 7 Ratification.
The County hereby ratifies and accepts all actions consistent with this Ordinance that the County or its agents may have taken in furtherance of the Project.

Section 8. Severability.
If any section, paragraph, sentence, clause, word, or phrase of this Ordinance is held to be invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

Section 9. Effective Date.
This ordinance shall become effective thirty *(30) calendar days* after it is approved by the Board of County Commissioners and recorded in the office of the Doña Ana County Clerk, as provided in Section 4-37-9, NMSA 1978.

ADOPTED this **22nd day of July 2025**.

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

Christopher Schaljo-Hernandez, District 1, Chair	**For/Against**
Susana Chaparro, District 4, Vice Chair	**For/Against**
Gloria Gameros, District 2	**For/Against**
Shannon Reynolds, District 3	**For/Against**
Manuel A. Sanchez, District 5	**For/Against**

ATTEST:

Amanda López Askin, Ph.D.
County Clerk

PROJECT PARTICIPATION AGREEMENT

This Project Participation Agreement ("Agreement") is entered into on _________ , 2025 by and between **DOÑA ANA COUNTY, NEW MEXICO** (the "County"), a political subdivision of the State of New Mexico (the "State"), and thyssenkrupp Materials, N.A., (the "Company").

Recitals.

A. Article 9, Section 14 of the New Mexico Constitution provides local governments (including Counties) the ability to create new job opportunities by providing land, buildings or infrastructure for facilities to support new or expanding businesses, provided that adequate safeguards are employed to protect public monies and resources. Pursuant to the Local Economic Development Act, Sections 5-10-1 through 5-10-17 NMSA 1978 (the "Act"), public support for economic development may be provided if the governmental entity has adopted by ordinance an economic development plan and has approved by a second ordinance an application for a project in keeping with such plan.

B. Pursuant to Doña Ana County Ordinance No. 246-2009 (the "Economic Development Plan Ordinance"), on September 22, 2009, the County established the Doña Ana County Economic Development Plan (the "Plan") as the County's economic development plan as required by Section 5-10-6, NMSA 1978.

C. As provided in the Economic Development Plan Ordinance, the County considered an application from the Company, which proposed that the County serve as local government conduit for an appropriation of up to $500,000 from the Legislature of the State of New Mexico (the "State Contribution") to go toward the Company's expansion and/or construction of a material processing and distribution facility at 950 Industrial Avenue, Santa Teresa, NM in the Westpark Industrial Park in Doña Ana County, New Mexico (the "Project"). The company will expand their operations at the facility and will increase employment level to 90 persons by December 31, 2030.

D. The County has adopted Ordinance No._______-2025 ("Project LEDA Ordinance") finding that the Company is a "qualifying entity" and the Project is an "economic development project" as those terms are defined by the Act and approving this Agreement as meeting the requirements of the Act.

1. **Goals and Objectives.** The objective of this Agreement is to create and support an economic development project that fosters, promotes and enhances local economic development efforts. The goal is that the Project will provide jobs and career opportunities that will benefit the community and contribute to its long-term economic growth and sustainability.

2. **Substantive Contribution from the Company.**

   a. **Facility.** The Company will establish a multipurpose manufacturing facility to process raw materials (non-ferrous metal and alloy); and operate a distribution & services center. thyssenkrupp will be providing copper and aluminum fabricated bus bars as well as a laminated glass polyester insulator. Additionally, project includes distribution of commonly known raw materials in bar and sheet form at the facility identified in C above (the "Facility").

b. **Investment.** The Company will make capital investments in the Project and costs associated therewith (including, for the acquisition of land, building, equipment, tangible personal property and services associated with the acquisition, construction and equipping of the Project) in the amount of approximately $7,000,000 (the "Project Contribution").

c. **Job Creation.** The Company will directly employ a target of 90 full-time employees at the facility by December 31, 2030 (the "Job Target"). "Job" means a permanent, full-time employment position (at least 32 hours per week) offering the employee the full range of benefits offered to other full-time employees of the Company. Full-time employees do not include agency, sub-contracted, temporary employees or independent contractors.

d. **Schedule.** A preliminary Project schedule is as follows, but failure to meet these milestones will not constitute a breach of this Agreement.

Summer 2025	Initiate expansion project
Fall-Winter 2025	Initiate project hiring
Spring 2026	Project in full operation

e. **Sustainability.** Although the Company intends to have a long-term presence in the County, for purposes of the contractual obligations of this Agreement, the Company covenants to continue to operate the Project until June 30, 2031.

3. The State Contribution

a. The County anticipates that the State Contribution will be delivered by the State to the County for disbursement to the Company upon enactment of the Project LEDA Ordinance, and execution of this document and the intergovernmental agreement between the State and the County, after which time the County will request transfer of the State Contribution. Upon receipt, the County will place the State Contribution into a separate account established in connection with the Project, as required by law. The County will disburse the State Contribution, if and when it is received, only in the manner described in this Agreement and the Intergovernmental Agreement executed between the County and the State.

The County will disburse the State Contribution to the Company as reimbursement for LEDA Eligible Expenditures subject to the Company's satisfaction of the conditions set forth herein. Disbursements shall be paid on a reimbursement basis and the Company shall first incur the LEDA Eligible Expenditures and then submit requests for reimbursement to the County. For purposes of this Agreement, LEDA Eligible Expenditures shall mean:

> expenditures including, but not limited to, land, building and infrastructure, including permanently installed and situated physical assets and the design, labor and permitting required to put them in place. Examples include: foundation, drainage improvements, electrical wiring, architecture fees, insulation, landscaping and equipment rentals.

b. The State Contribution is composed of up to $500,000. The State Contribution will be disbursed to the Company in accordance with the provisions of this Agreement for such purposes as set forth in Section 5-10-3D NMSA 1978.

4**. The County Contribution**.

a. The County will account for receipts and disbursements of the State Contribution and will provide financial documentation to the State pertaining to the State Contribution. There are no County funds included in the LEDA funds provided by the State. The County will comply with the Local Economic Development Act ("LEDA") with respect to the acceptance and disbursement of the State Contribution. As required by the LEDA Ordinance and the Act, the County will deposit the State Contribution into a clearly identified separate account.

b. The State Contribution will be disbursed to the Company through the County for reimbursement of LEDA Eligible Expenditures.

5. Disbursement of State Contribution

a. Conditions for Disbursement; Performance Milestones. The State Contribution will be disbursed in three (3) separate allotments. Each disbursement will be conditioned on (i) the Company's having incurred LEDA eligible expenditures prior to the disbursement; (ii) the Company meeting minimum employment targets and being in compliance with job reporting requirements; and (iii)the Company's satisfaction of the performance milestones set forth below (the "Disbursement Performance Milestones") for each allotment prior to the disbursement:

Amount of State Contribution Available for Disbursement	Disbursement Performance Milestones
$250,000	Receive Certificate of Occupancy, incur LEDA eligible expenses, current with all reporting.
$150,000	Hire 20 new full-time employees and maintain for one QTR reporting period; incur LEDA eligible expenses, current with all reporting.
$100,000	Hire 20 new full-time employee for a total of 40 full-time employees for one QTR reporting period, incur LEDA eligible expenses and be current with all reporting.

b. The Company has budgeted approximately $7,000,000 for its construction expenditures. The Company shall inform the contracted construction companies to use the correct New Mexico Taxation and Revenue Department Location Code of 07-007, Doña Ana County, for Gross Receipts Tax filing.

6. Disbursement Requests. From time to time, after the Company has satisfied the conditions for disbursement set forth herein, the Company may submit to the County and the New Mexico Economic Development Department ("EDD") a written request for disbursement of the State Contribution (the "Disbursement Request").

All Disbursement Requests shall be accompanied by (i) documentation substantiating LEDA Eligible Expenses, and (ii) documentation of current employment level in New Mexico pursuant to Section 1 0c below. The Company will not submit a Disbursement Request for less than $50,000, but may, upon completion of all performance milestones, submit a Disbursement Request for up to the full amount of the State Contribution then available to the Company at any time. The County may, in good faith, object to or require additional information regarding a Disbursement Request to verify compliance with this Agreement.

7. Review. EDD will review the Disbursement Request to ensure the charges submitted are LEDA eligible expenditures. The EDD's review and approval or objection shall not be unreasonably withheld and shall occur within 30 calendar days of receipt of the Disbursement Request. The County will disburse to the Company the full amount requested in the Disbursement Request no later than 30 calendar days after EDD's approval of the Disbursement Request.

8. No Offset of County costs. The County may not offset any internal costs or overhead charges for review or processing of the Disbursement Requests against the Disbursement Request or the State Contribution.

9. Security. As security for the faithful performance and payment of Company's obligations under this Agreement, prior to the Company's receipt of any part of the State Contribution, Company shall furnish the County with a Surety Bond or some alternative form of security in a form mutually acceptable to the parties (the "Security"). The maximum obligation secured by the Security instrument (the "Maximum Obligation") will be $500,000. The Company shall be permitted to obtain incremental increases in the Security in the amount of each Disbursement Request and shall not be required to secure the Maximum Obligation before a disbursement is made. No State Contribution will be transferred to the County until Security in the amount of the State Contribution is accepted.

a. The County may draw on the Security in order to satisfy any unpaid Clawback Penalty which shall become due and payable, but only thirty (30) calendar days following written demand for payment to the Company. Such draw may be initiated without filing a proceeding in any court of competent jurisdiction.

b. Provided that the Company has not been required to pay any Clawback, the Security will terminate on December 31, 2030, unless earlier released in accordance with this Agreement.

c. If the State reduces the amount of LEDA Funds that are made available for the Project and/ or if the Company does not draw the entire amount of the LEDA Funds available, the Maximum Obligation will be reduced proportionately to reflect the amount of LEDA Funds actually received by the Company.

10. Clawbacks. Notwithstanding any other provision of this Agreement, the Company shall be required to pay the Clawback Penalties set forth in this Section (together with forfeiture of the security instrument provided to secure the Company's Clawback obligations), if the Company does not satisfy the conditions set forth herein.

a. Facility Closure Clawback. If the Company ceases operations in the County on or before December 31, 2028 t h e C o m p a n y will repay to the C o u n t y all LEDA Funds that t h e C om p a n y actually received from the C o u n t y as of that date (the "Facility Closure Clawback") and the County shall have the right to execute reimbursement from the Security, but only after thirty (30) calendar days following written demand for payment to the Company. For purposes of this Agreement, a failure to produce product for a period of 90 calendar days or more or failure to occupy the Facility shall be considered a cessation of operations; provided however cessations for reasonable periods for the repair or replacement of facilities damaged or destroyed, cessations resulting from labor disputes, strikes, riots or acts of God, shortages of materials or supplies or for any other reason beyond the reasonable control of the Company, or under similar circumstances will not constitute a failure by the Company to comply with this Section.

If the Company ceases operations for any of the causes set forth in this Section 10a, the Company shall submit a plan for resolving such cessation of operations within 30 calendar days. In the event of a cessation of operations, the Company shall provide written notice thereof and a reason therefore to the County within 10 calendar days.

b. Performance Clawback. It is the Company's intent to create, hire and maintain the number of jobs set forth in the table below under the column captioned "Cumulative Fulltime Target Job Number" on the Job Measurement Dates set forth below. If the Company does not meet or exceed the job numbers set forth under the column captioned "Minimum Job Number" in the table below on each of the specified Job Measurement Dates (and after expiration of the Cure Periods), then the Company shall be required to pay a Clawback Penalty (as defined below) to the County which will be applied in the percentage set forth in the table below:

Job Measurement Date	Cumulative Fulltime Target Job Number	Minimum Job Number	Clawback Penalty if Minimum Job Number not met
September 30, 2026	20	18	100% of Clawback Penalty
September 30, 2028	50	45	60% of Clawback Penalty
September 30, 2030	90	81	25% of Clawback Penalty

For purposes of this Section:

The "Clawback Penalty" is a penalty that the Company will be required to pay the County upon the Company's failure to meet the Minimum Job Target on the applicable Job Determination Date, if such Minimum Job Target is not otherwise reached by the Company during the Cure Period. The Clawback Penalty shall be equal to the product of the Percentage Hiring Shortfall (as defined herein), multiplied by the total State Contribution paid to the Company as of that time. For purposes of this subsection, the "Percentage Hiring Shortfall" shall be the quotient of (i) the Minimum Job Number for applicable Job Determination Date, minus the actual number of jobs the Company maintains at the Facility at that time, divided by (ii) the Minimum Job Number for applicable Job Determination Date. See Attachment 1 hereto for examples of Clawback Calculations

"Cure Period" is the period of 180 calendar days after each Job Determination Date during which the Company shall have the opportunity to cure any shortfall in meeting the Minimum Job Number. For the avoidance of doubt, if the Company meets the Minimum Job Number at any time during the Cure Period as validated by the job reporting requirements set forth herein, the Company shall have no obligation to pay a Clawback Penalty corresponding to the applicable Job Determination Date. If the Company fails to reach the Minimum Job Number during the Cure Period, the Company shall pay the County a Clawback Penalty determined in accordance with the table set forth above.

The parties hereto recognize certain economic factors generally described as "Business Climate Changes" are beyond the control of any of the parties and may affect the ability of the Company to strictly adhere to the job creation numbers and schedule set forth herein. "Business Climate Changes" means substantial changes beyond the control of the Company within the industry in which the Company operates, that causes a significant decrease in the Company's ability to perform pursuant to the requirements of this agreement with the County. The Company may request specific modifications to the job creation schedule in writing within ten calendar days of learning of the existence of the "Business Climate Change." Such notification shall include the details of the business climate change, the effect thereon on the Company, and the modification of this agreement the Company requests. If the County and EDD agree that Business Climate Changes have affected the Company's ability to perform, the Performance Clawback may be modified.

c. **Job Reporting.** The Company shall submit quarterly employment reports documenting its quarterly filing of the Department of Workforce Solutions' (DWS) Employment and Wage Detail Reporting as submitted to DWS in the form and manner required by EDD and the County. The State will provide copies of all such reports to the County. The County or the State may request a copy of the Company's quarterly employment reports at any time while this Agreement is in effect and the Company agrees to provide such documents. The Company acknowledges this quarterly reporting will be relied upon by the County and the State to ascertain if the Company is in compliance with the job creation provisions of this Agreement and all subsequent and ancillary agreements. The Company will receive no disbursements of State Contribution as stipulated in this Agreement without up to date quarterly job reporting as set forth herein.

d. If the Company has been required to pay the Facility Closure Clawback, the Company will not be required to pay any Performance Clawback that may come due after the date of such payment.

11. **<u>Fees.</u>** Each party shall bear its own costs and expenses in connection with the negotiation, execution and delivery of this Agreement or any amendment or enforcement of this Agreement.

12. **<u>Annual Performance Review</u>**. To ensure the prudent use of the taxpayer's funds and as required by the LEDA statute and Ordinance, the Project will be subject to an annual performance review conducted by County or EDD staff beginning on July 1, 2026 and every year thereafter until this Agreement terminates. The review will evaluate whether the Project meets the requirements set forth in this Agreement and any subsequent agreements or amendments and shall be made available to the State. At this time, the Company may report any difficulties it has experienced under the terms of this Agreement or the LEDA program and may request any assistance it deems necessary. The County or State may request the Company provide data and information to assess the broader economic impact of the Project, but the Company shall not be required to divulge information or documents it considers confidential or proprietary.

If the requirements are not met, the County may terminate this assistance to the Project by passage of an ordinance which terminates this Agreement and specifies the disposition of all obligations of the Project. In addition, in accordance with LEDA, the County may enact an ordinance revoking the LEDA Ordinance and terminating any further payments for any or all Projects thereunder. In the event the County terminates the LEDA Ordinance or this Agreement while the Company is in compliance with the terms and requirements of this Agreement, the County will not have a right to claw back any of the payments already made to the Company.

13. **Termination.** This Agreement terminates at the close of business on December 31, 2030 or when otherwise terminated by ordinance.

14. **Request for early release of security.** If the Company achieves and then sustains the Minimum Job Number of 50 employees for six (6) consecutive months prior to December 31, 2028, the Company may request a full or partial release of the Security which is no longer subject to clawback according to the table in 10(b) above. Said request shall be made to the County in writing and accompanied by documentation comprising its quarterly job reports demonstrating such employment. In no event shall the security be released until the Company has furnished contemporaneous job reporting documentation and completed the corresponding Annual Performance Review. A request for release of the Security may not be submitted prior to December 31, 2028. In the event that a request for early release of Security is granted, the job reporting and annual performance review requirements of this Agreement remain in full effect through the termination date stated above.

15. **Liability.** No party shall be responsible for liability incurred as a result of the other party's acts or omissions. Nothing herein shall operate or be deemed to alter or expand any liabilities or obligations under the applicable provisions of the New Mexico Tort Claims Act (NMSA 1978 §§ 41-4-1, et seq.), or to waive any immunities, limitations or required procedures thereunder. Nothing in this Agreement constitutes a waiver of any party's right to seek judicial relief.

16. **Amendments.** This Agreement shall not be altered, changed or amended, except by instrument in writing executed by all of the Parties hereto and EDD. Any amendments may be subject to the approval of the Governing Body of Doña Ana County.

17. **Governing Law/Venue.** This Agreement shall be governed by the laws of the State of New Mexico. The venue for any litigation shall be a court of competent jurisdiction located in Las Cruces, New Mexico.

18. **Miscellaneous.** The parties hereto agree to enter into a Mutual Non-Disclosure Agreement the terms of which follow and are incorporated herein (and referred to as the thyssenkrupp Materials, N.A., Inc., ("tk") and Dona Ana County NM) **MUTUAL NON-DISCLOSURE AGREEMENT.** This Mutual Non-Disclosure Agreement ("NDA") is entered into by thyssenkrupp Materials NA, Inc. ("tk") having a principal place of business at 22355 West

Eleven Mile Road, Southfield, MI 48033 and Doña Ana County, New Mexico, a political subdivision of the State of New Mexico, on ______________ (“Effective Date”).
WHEREAS the parties have conducted or contemplate conducting certain discussions and analyses related to any potential or actual business transaction or relationship between the parties (“Purpose”), and, in connection with the Purpose, each party may desire to share certain information that is non-public, confidential or proprietary in nature;
NOW, THEREFORE, as a condition to each party furnishing non-public, confidential or proprietary information, each party requires that the other agree to treat the Confidential Information (as defined below) in accordance with the provisions of this NDA.

1. **DEFINITIONS**.

(a) “Confidential Information” is defined as any information (technical, financial, business or otherwise) in written or electronic or whatever form, which is furnished by a party, or its affiliate, or any of their respective agents (individually or collectively, the “Disclosing Party”) in any form to the other party (the “Receiving Party”), and which is clearly identified by Disclosing Party at the time of disclosure as confidential or proprietary information or would otherwise be considered confidential by a reasonable person by virtue of the nature of the information.
(b) The term “Confidential Information” does not include any information which (i) was, at the time of disclosure, known by Receiving Party or in the public domain; (ii) was available to Receiving Party on a non-confidential basis prior to its disclosure by Disclosing Party, or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party, provided that such source was not or is not known by Receiving Party to be prohibited by Disclosing Party from disclosing such information; (iii) is developed by Receiving Party independently of the information disclosed by Disclosing Party; or (iv) Receiving Party is legally required to disclose, provided Receiving Party provides prompt written notice to Disclosing Party.

2. **OBLIGATIONS OF CONFIDENTIALITY**.

(a) Each party agrees that the Confidential Information will be used solely for the Purpose, and that such information will be kept confidential by Receiving Party, but in no event with less than a commercially reasonable degree of care, and will not be disclosed, published, permitted to be accessed or used, or otherwise made available by Receiving Party to any unauthorized person or entity, except for its agents, or affiliates, as needed to fulfill the Purpose and in such cases only if such third parties have agreed to materially similar confidentiality obligations as under this NDA, and Receiving Party agrees to be primarily responsible for any breaches by those third parties.

(b) This Agreement will continue for five (5) years from the Effective Date. The obligation to protect the Confidential Information will survive the termination or expiration of the Agreement for a period of one year after such termination and will apply indefinitely to any trade secret as long as such information remains a trade secret. The governing law, without reference to its conflict of law provisions, and sole place of jurisdiction for any claim in connection with this NDA is the state of Michigan.

This Project Performance Agreement binds and inures to the benefit of the County and the Company and their respective successors and permitted assigns. This Agreement may not be assigned without the written consent of the non-assigning party and the EDD; provided, however, that with notice to the County and the EDD, the Company may assign this Agreement to any affiliate or other member of the Company that agrees in writing to assume and perform all of the Company's obligations under this Agreement. This Agreement may be executed in any number of counterparts, each of which is an original and all of which taken together constitute one instrument.

19. Notice. All notices or other written communications, including requests for disbursement, that are required or permitted to be given pursuant to this Agreement must be in writing and delivered personally, by a recognized courier service, by a recognized overnight delivery service, by fax, by electronic mail, or by registered or certified mail, postage prepaid, to the parties at the addresses shown below. If notice is mailed, it will be deemed received on the earlier of actual receipt or on the third business day following the date of mailing. If a notice is hand-delivered or sent by overnight delivery service, it will be deemed received upon actual delivery. If any written notice is sent by facsimile or electronic mail, it will be deemed received upon printed or written confirmation of the transmission. A party may change its notice address by written notice to the other party to this Agreement.

The initial notice addresses for the parties are as follows:

If to the County:

Doña Ana County with copy to the County Attorney
Attention: County Manager
845 North Motel Boulevard
Las Cruces, New Mexico 88007-8100
Tel: (575) 525-5802

If to the Company:
thyssenkrupp Materials, N.A. Inc.
Attn: Plant Manager
950 Industrial Blvd.
Santa Teresa, NM 88008

Effective Date:_______________

Attachment:
1. Example of Clawback Calculations

Attachment 1
Example of Clawback Calculations

Clawback Calculations

Clawback Formula = (Job Creation % Shortfall) * (Cumulative LEDA Dollars Distributed)

Job Creation % Shortfall = (1 - (actual jobs / cumulative hiring target))*100%

Example - 1 100%		End of year 1, inclusive of cure period
Actual Employees	(a)	41
Cumulative Hiring Target	(b)	42
Job Creation % Shortfall =	(c) = 1-(a/b)	2.38%
LEDA Dollars Distributed	(d)	$ 150,000.00
Clawback %	(e)	100%
Penalty	(f) = c*d*e	$ 3,571.43

Example - 2 100%		End of year 2, inclusive of cure period
Actual Employees	(a)	57
Cum Hiring Target	(b)	58
Job Creation % Shortfall =	(c) = 1-(a/b)	1.72%
LEDA Dollars Distributed	(d)	$ 200,000.00
Clawback %	(e)	100%
Penalty	(f) = c*d*e	$ 3,448.28

Example - 3 75%		End of year 3, inclusive of cure period
Actual Employees	(a)	57
Cum Hiring Target	(b)	58
Job Creation % Shortfall =	(c) = 1-(a/b)	1.72%
LEDA Dollars Distributed	(d)	$ 200,000.00
Clawback %	(e)	75%
Penalty	(f) = c*d*e	$ 2,586.21

INTERGOVERNMENTAL AGREEMENT BETWEEN THE NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT AND DOÑA ANA COUNTY

This Intergovernmental Agreement ("Agreement") is entered into as of the date of the last signature affixed below by and between the New Mexico Economic Development Department ("EDD") and Doña Ana County (the "County"), a political subdivision of the State of New Mexico, and collectively referred to as "the Parties" with reference to the following facts.

RECITALS:

WHEREAS, the legislature of the State of New Mexico appropriated funds to the Economic Development Department (EDD) for economic development projects statewide pursuant to the Local Economic Development Act (the "Appropriation"); and

WHEREAS, the purpose of the Local Economic Development Act, NMSA 1978 §5-10-1 through §5-10-14 (2020) ("LEDA"), is to provide "public support for economic development to foster, promote and enhance local economic development efforts"; and

WHEREAS, the County has adopted LEDA by Ordinance No. 246-2009, which established the Doña Ana County Economic Development Plan that promotes economic development within the County; and

WHEREAS, thyssenkrupp Materials, N.A., (hereinafter "Qualifying Entity") has entered into a Local Economic Development Project Participation Agreement (hereinafter "PPA") with the County. A copy of the County's Ordinance and PPA are attached hereto and incorporated herein; and

WHEREAS, pursuant to the terms of that PPA, the Qualifying Entity will construct and occupy a manufacturing and distribution facility in Santa Teresa in Doña Ana County, New Mexico (the "Project") and will employ at least 90 full-time persons by December 31, 2030; and

WHEREAS, EDD and the County desire to enter into this Agreement as necessary to facilitate disbursement of funds for the Project.

NOW THEREFORE, the Parties do hereby agree to the following terms and conditions to accomplish the Project.

SECTION 1. PURPOSE OF AGREEMENT:

The purpose of this Agreement is to define the responsibilities of the County and EDD for the oversight and administration of up to $500,000 of the Appropriation for the Project. It is the intent of the parties that the County will receive an amount up to five hundred thousand dollars ($500,000) to implement the Project. The Parties agree that any and all State funds received will be accounted for by the County as the fiscal agent for EDD in accordance with the procedures the County will use to account for its own funds and property used to implement the project, or any properties acquired or developed by the County as a result of implementation of the Project will be used by the County for economic development purposes only.

SECTION 2. SCOPE OF WORK:

The County will act as fiscal agent for up to $500,000 of the Appropriations for the Project. Pursuant to Section 5-10-3(D) of LEDA, EDD will transfer up to $500,000 to the County for costs and expenses associated with the Project. In exchange for the contribution, the Qualifying Entity certifies it will employ at least 90 full-time employees at the facility by September 30, 2030.

All the terms, conditions, and requirements set forth under the PPA are incorporated into this Agreement. EDD and the County agree that failure of the Qualifying Entity to create the number of new full-time jobs described in the PPA or otherwise meet its obligations set forth under the PPA shall require the County to apply the applicable Clawback as provided for by the PPA. In the event that the Qualifying Entity does not remit to the County the monies owned as provided for by the PPA then such violation will require that the County foreclose on the security interest after any cure period granted to the Qualifying Entity. Any monies recovered by the County as a result of payment made by the Qualifying Entity from the application of the applicable Clawbacks shall be returned to EDD within 30 calendar days. Any foreclosure of the security interest shall be returned to EDD. The Qualifying Entity will deliver to the County contemporaneously with the execution of the PPA a form of security acceptable to all parties, which will be incorporated into this Agreement (the “Security”).

SECTION 3. DOÑA ANA COUNTY RESPONSIBILITIES:

The County shall:

A. Pay the costs and expenses incurred for the Project from the Appropriation;

B. Provide to EDD supporting documentation in a format acceptable to EDD for activities associated with the Project. Any funds recaptured by the County as the result of enforcing the provisions of the PPA shall be returned to EDD;

C. The County shall notify EDD in writing of any failure to meet requirements (default) of the PPA by the Qualifying Entity within 15 business days of learning of the event of default;

D. Serve as Fiscal Agent for the funds transferred to it under this Agreement;

E. Distribute the funds transferred to the County by EDD to the Project; account for receipts and disbursements of said monies; and provide EDD with the required financial documentation pertaining to this disbursement;

F. Submit all required and reasonably requested documentation to EDD including the endorsed LEDA Ordinance approved by the County Commission accepting the Project as qualifying entity for LEDA, with the accompanying endorsed Project Application and PPA entered into by the County and the Qualifying Entity, a fully executed copy of the Security, and copies of invoices and other documentation as required by EDD within the time required;

G. Not impose any obligations on EDD with respect to the administration of this Project, other than the transfer of funds as described herein; and

H. Initiate and prosecute litigation as necessary to enforce the terms of the PPA, at EDD's cost, if necessary.

SECTION 4. COUNTY CERTIFICATIONS:

As Fiscal Agent, the County hereby assures and certifies that:

A. It will comply with all applicable State laws, regulations, policies, guidelines and requirements with respect to the acceptance and use of the Appropriation;

B. It has the legal authority to receive and expend the Appropriation;

C. It will enforce the provisions of Ordinance No. 246-2009 and the County's Economic Development Plan;

D. It has exercised due diligence in confirming that the Project is a viable economic development initiative with potential long term economic development benefits based on information provided by EDD;

E. It will provide to EDD upon request all documentation and references to expertise it has relied upon in approving this Project upon receipt thereof or reliance thereupon and also with copies of all reports and documentation County receives from the Qualifying Entity;

F. It has entered into a PPA with the Qualifying Entity and has obtained from the NM EDD all financial documentation necessary to protect the County's and State's investments in the Project;

G. It shall not at any time during the life of this Agreement convert any property acquired or developed pursuant to this Agreement to uses other than those within the Project description as defined herein;

H. It will notify EDD of any default on the part of the Qualifying Entity within 15 business days of learning of any default and shall provide the Qualifying Entity an opportunity to cure any default by in accordance with the PPA prior to termination thereof;

I. No member, officer or employee of the County or its designees or agents, no member of the governing body of the locality of which the Project is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure, or for one (1) year thereafter, shall have any interests, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the Project that is the subject of this Agreement. The County shall incorporate in all contracts or subcontracts a provision prohibiting such interest pursuant to this certification; and

J. It has complied with Article IX, Section 14, of the New Mexico Constitution known as the "anti-donation clause."

SECTION 5. EDD RESPONSIBILITIES:

EDD shall:

A. Transfer to the County for costs and expenses incurred for the Project an amount not to exceed five hundred thousand dollars ($500,000). The funds shall be used only for the purpose stated in this Agreement;

B. Monitor job creation by the Qualifying Entity and report the number of jobs created to the County each quarter up September 30, 2030.

C. At its discretion, review and audit the Project if it is deemed to be necessary or desirable; and

D. Reimburse the County for any costs associated with litigation to enforce the terms of the Security and the Clawback provisions.

SECTION 6. TERM OF AGREEMENT:

This Agreement shall become effective on the date it is fully executed and shall terminate on December 31, 2030 or when all of the obligations of the PPA have been fulfilled.

SECTION 7. LIABILITY:

No Party shall be responsible for liability incurred as a result of the other Party's acts or omissions. Any liability incurred in connection with this Agreement is subject to the New Mexico Tort Claims Act. The County and EDD may agree to reimburse one another under these liability provisions, subject to sufficient appropriation by the New Mexico Legislature or sufficient funds being available to the party, as determined by the Party responsible for payment.

SECTION 8. DISPOSITION OF PROPERTY; RECORDS; RETURN OF SURPLUS FUNDS

A. Property purchased under this Agreement for the Project shall remain with the purchasing party unless otherwise agreed upon.

B. The County shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Project, the purposes for which such funds were used and such other records as EDD may require.

C. If, upon the expiration of the Project or the termination date of this Agreement, any surplus funds are possessed by the County, the County shall return said funds to EDD for disposition in accordance with law.

SECTION 9. STRICT ACCOUNTABILITY:

The County shall be strictly accountable for receipts and disbursements relating hereto and shall make all relevant financial records available to EDD and the New Mexico State Auditor quarterly or upon request, and shall maintain all such records for a period of six (6) years following completion of all the records and any audits.

SECTION 10. REPORTS:

The Qualifying Entity shall submit quarterly reports regarding employment to the EDD during the life of this Agreement and EDD shall share those reports and any other information obtained respecting job retention and creation attributable to the State appropriation with the County. The County shall coordinate with EDD to conduct an annual performance review of the Project.

SECTION 11. NOTICES; REPRESENTATIVES OF THE PARTIES:

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. Mail, either first class or certified, return receipt requested, postage prepaid, as follows. The parties hereby designate the individuals named below as their representative responsible for overall administration of this Agreement.

To EDD:
Finance Development Team Leader
NM Economic Development Department
PO Box 20003
Santa Fe, New Mexico 87504

To the COUNTY:
Denisse Carter
Economic Development Administrator
Doña Ana County
845 N. Motel Blvd.
Las Cruces, NM 88007

SECTION 12. AMENDMENTS:

This Agreement shall not be altered, changed or amended, except by instrument in writing executed by all of the Parties hereto.

SECTION 13. GOVERNING LAW/VENUE:

This Agreement shall be governed by the laws of the State of New Mexico. The venue for any litigation shall be a competent court of jurisdiction located in New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date of signature below,

DOÑA ANA COUNTY, NEW MEXICO

By: ________________________

Name: Scott Andrews
Title: County Manager

Date: ______________________

APPROVED AS TO FORM

By: ___________________________

Doña Ana County Attorney

NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT

By: ___________________________

Rob Black
Cabinet Secretary

Date: ___________________

APPROVED AS TO FORM

By: ___________________________

Jesika Ulibarri
General Counsel