

A G E N D A

... for the Regular Meeting of the Farmington City Council to be held at 7:00 p.m., Tuesday, October 8, 2013 in the Council Chamber, City Hall, 800 Municipal Drive, Farmington, New Mexico. . .

1. Roll Call and Convening the Meeting:
2. Invocation: Pastor Tim Castillo of Crestview Baptist Church.
3. Pledge of Allegiance:
4. Acceptance of Consent Agenda: Those items on the agenda that are marked with an asterisk (\*) have been placed on the Consent Agenda and will be voted on without discussion with one motion. If any item proposed does not meet with approval of all Councilors or if a citizen so requests, that item will be heard under Business from the Floor.
5. \*Approval of Minutes for:
  - (a) the Regular Meeting of the City Council held September 24, 2013; and-----5
  - (b) the Regular Work Session of the City Council held September 17, 2013. -----6
6. \*Approval of Bid for purchase of switches, disconnects, padmount switchgear, reclosers and sectionalizers (Electric Warehouse) being awarded to Wesco Distribution as the sole bid is fair and reasonable (\$123,199). Bids opened October 1, 2013. -----1
7. \*Approval of Lease Agreement between the City and Animas Lodge #15, AF & AM for lease by the City of a tract of land to be used as a municipal parking lot at a rate of \$650 per month (term to July 31, 2018). -----2
8. \*Approval of Grant Agreement No. 2013-DJ-BX-0941 between the City and the Department of Justice, Bureau of Justice Assistance for funding not to exceed \$66,251 from the 2013 Edward Byrne Memorial Justice Assistance Grant Program for the purchase of police equipment, patrol vehicles and accessories (term to September 30, 2016). -----3
9. \*Approval of Warrants up to and including October 5, 2013.
10. Consideration of adoption of a resolution approving the revised rates for the Farmington Electric Utility System. (Mike Sims)-----4
11. New Business:
  - (a) Mayor

- (b) Councilors
- (c) City Manager
- (d) City Attorney
- (e) City Clerk

12. Business from the Floor:

- (1) Items removed from Consent Agenda for discussion.
- (2) Any other Business from the Floor.

13. Adjournment.

**AGENDA ITEM SUPPORT MATERIALS ARE AVAILABLE FOR INSPECTION AND/OR PURCHASE AT THE OFFICE OF THE CITY CLERK, 800 MUNICIPAL DRIVE, FARMINGTON, NEW MEXICO.**

**ATTENTION PERSONS WITH DISABILITIES: The meeting room and facilities are fully accessible to persons with mobility disabilities. If you plan to attend the meeting and will need an auxiliary aid or service, please contact the City Clerk's Office at 599-1106 or 599-1101 prior to the meeting so that arrangements can be made.**

ADDENDUM TO AGENDA FOR THE  
REGULAR FARMINGTON CITY COUNCIL MEETING  
OCTOBER 8, 2013

- 9.5 Consideration of Request from the Farmington Chamber of Commerce to approve two Public Celebration Permit Applications (one for Wines of the San Juan and the other for Three Rivers Brewery) to allow alcoholic beverages to be served at the Chili Cook-off scheduled to be held at Berg Park from 11:00 a.m. to 3:00 p.m. on October 26, 2013.

CITY OF FARMINGTON  
INTER-OFFICE MEMORANDUM

TO: Mayor Roberts and City Council  
FROM: Kristi Benson, CPPO, CPPB *KB*  
Purchasing Supervisor  
DATE: October 2, 2013  
SUBJECT: Switches, Disconnects, Padmount Switchgear, Reclosers and Sectionalizers  
Bid #14-100789

USING DEPARTMENT: Electric Warehouse  
=====

A bid opening was held on October 1, 2013 for Switches, Disconnects, Padmount Switchgear, Reclosers and Sectionalizers. One (1) bidder responded.

The Central Purchasing Department concurs with the recommendation from the Electric Warehouse to award the bid to Wesco Distribution, Inc. from Albuquerque, NM as submitting the only responsive bid which is considered to be fair and reasonable meeting specifications for a total awarded amount of \$123,199.00, plus estimated applicable taxes of \$8,623.93. The single response documentation memo is attached. The 5% in-state preference was given to the qualified bidder.

Kristi Benson (Presenter)  
Consent Agenda/Council Meeting October 8, 2013

xc: Andy Mason, Administrative Services Director  
Bob Schrag, Warehouse Superintendent  
Michael Sims, Electric Utility Director  
John Armenta, Electric Engineering Manager  
Luwil Aligarbes, Senior Distribution Engineer  
File – 14-100789sd

CITY OF FARMINGTON  
CENTRAL PURCHASING  
INTER-OFFICE MEMORANDUM

TO: Switches, Disconnects, Padmount Switchgear, Reclosers and  
Sectionalizers, Bid# 14-100789

FROM: Sharron Dunn, CPPB *SD*  
Buyer, I

DATE: October 1, 2013

SUBJECT: Single Response Documentation

=====  
86 Companies were notified of this solicitation.

The following firms were contacted regarding this solicitation and requested information regarding their decision not to respond to the above bid.

Their decision was based on the following:

- (1) Western United Electric/Frank Torres: "It was a misunderstanding on whom was working on the bid on our part, by the time we realized it was too late to send".
- (2) HD Supply Utility showed up 5 minutes late to turn in their bid and their bid could not be accepted.
- (3) Stuart C. Irby/Trish Makousky: "I somehow missed this! My apologies for not following through with a bid for you."

xc: Kristi Benson, CPPB, Purchasing Supervisor

*KB*  
(Initial/Concur)

CITY OF FARMINGTON - ABSTRACT SCHEDULE, Bid #14-100789  
 BID: Switches, Disconnects, Padmount Switchgear, Reclosers and Sectionalizers  
 Electric Warehouse

OPENING DATE: October 1, 2013 @ 2:00 PM

Wesco Distribution, Inc. Bob Martini 505-883-5666 3333 Los Arboles Albuquerque, NM 87107	
<b>CATEGORY 1: SWITCHES AND DISCONNECTS</b>	
TOTAL BID - CATEGORY ONE:	\$31,965.00
TOTAL BID - CATEGORY ONE WITH IN-STATE PREFERENCE APPLIED:	\$30,366.75
<b>CATEGORY 2: PADMOUNT SWITCHGEAR</b>	
TOTAL BID - CATEGORY TWO:	\$62,754.00
TOTAL BID - CATEGORY TWO WITH IN-STATE PREFERENCE APPLIED:	\$59,616.30
<b>CATEGORY 3: RECLOSERS AND SECTIONALIZERS</b>	
TOTAL BID - CATEGORY THREE:	\$28,480.00
TOTAL BID - CATEGORY THREE WITH IN-STATE PREFERENCE APPLIED:	\$27,056.00
<b>TOTAL ALL CATEGORIES:</b>	<b>\$123,199.00</b>
<b>IN STATE PREFERENCE:</b>	Yes L1332883776
<b>PAYMENT TERMS:</b>	Net 30
<b>DELIVERY:</b> 30-120 Calendar Days	

## LEASE AGREEMENT

THIS LEASE to be effective the 1<sup>st</sup> day of August, 2013, by and between the ANIMAS LODGE #15, AF & AM, of Farmington, New Mexico, hereinafter for convenience called "Lessor" and the CITY OF FARMINGTON, a New Mexico municipal corporation of San Juan County, New Mexico, hereinafter for convenience called the "Lessee."

### WITNESSETH

WHEREAS, Lessor desires to lease to Lessee and Lessee desires to lease from Lessor certain real property owned by Lessor situate in the City of Farmington; and

WHEREAS, the Lessor has further agreed to grant to Lessee the right of first refusal for the purchase of said property should Lessor offer said property for sale to any other party during the term of this Lease.

NOW, THEREFORE, in consideration of the mutual covenants between them, the parties agree as follows:

1. Lessor does hereby lease, let and demise unto Lessee, and Lessee does lease from Lessor, the following described premises in the City of Farmington, San Juan County, New Mexico:

A tract of land lying and being situate in the NW/4 NE/4 of Section 16, T29N, R13W, N.M.P.M., and being more particularly described as the North 146.7 feet of Lots 11, 12 and 13 in Block 1 of Lockes First Addition in the City of Farmington, County of San Juan and State of New Mexico. Containing 0.505 of an acre more or less,

for a lease term of five (5) years commencing on the 1<sup>st</sup> day of August, 2013, and ending on the 31<sup>st</sup> day of July, 2018, upon the terms and conditions herein stated. Lessee may at its option renew this lease for up to an additional three (3) years, beginning August 1, 2018, by so notifying Lessor within sixty (60) days prior to expiration of this lease.

2. Lessee, in consideration of said leasing, hereby agrees to pay to Lessor as rental for the use of said premises the sum of Six Hundred Fifty and No/100 Dollars (\$650.00) per month.

3. Lessee agrees to use the demised premises as a parking lot for municipal purposes and to keep and maintain the paving thereon in good repair at Lessee's cost and expense.

4. Lessee shall hold Lessor harmless from liability to the public which may result from municipal use of the premises to the maximum extent allowed by the Tort Claims Act of the State of New Mexico.

5. Lessee shall have the right to delegate operation of the demised premises to the Farmington Parking Authority.

6. Should Lessor at any time throughout the term of this Lease receive a bona fide offer for the purchase of the premises and should such offer be satisfactory to Lessor, Lessor shall, in such event, give to Lessee the right and privilege of purchasing the premises at the price and upon the terms of such offer so received by Lessor, with notice thereof to be sent by certified mail from Lessor to Lessee requiring the Lessee to accept such offer within sixty (60) days of such notice. In the event of failure of Lessee to accept such offer to purchase within such sixty (60) days period, such right of first refusal so granted to Lessee herein shall be null and void and of no further force and effect and Lessor shall be then at liberty to sell the demised premises to any other party, provided that any such sale shall be made subject to the terms of this Lease.

7. The parties agree that Lessor may require the use of the premises without rent or other charge to Lessee for various functions of the Lessor. Such use shall not exceed three (3) days per year. Should Lessor desire to exercise such right, Lessor shall give as much advance notice as possible of such required use which shall in any event be not less than thirty (30) days in order that the activities of the Lessor and Lessee may be coordinated for their mutual benefit. Lessor shall forward such notice to the Mayor of the City of Farmington and shall also send copies thereof to the Chief of Police, the Civic Center Director, the Farmington Parking Authority and the General Services Director of the City of Farmington. Such notice shall refer to the provisions of this Lease as authority for Lessor's right to the use of the premises. Lessor may, when such right is exercised, barricade the premises or otherwise prevent the use of the premises by persons not authorized by Lessor.

8. The terms hereof shall be binding alike upon the parties hereto, their successors and assigns.



LESSEE

CITY OF FARMINGTON

By \_\_\_\_\_  
Tommy Roberts, Mayor

ATTEST:

By \_\_\_\_\_  
Dianne Smylie, City Clerk

STATE OF NEW MEXICO )

)ss  
COUNTY OF SAN JUAN )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of September, 2013, by Tommy Roberts, Mayor, of the City of Farmington, a New Mexico municipal corporation, for and on behalf of said corporation.

My commission expires:  
\_\_\_\_\_

LESSOR

ANIMAS LODDGE #15, AF & AM

By Eldon Walker  
WORSHIPFUL MASTER

ATTEST:

By Dennis Herman  
SECRETARY

\_\_\_\_\_  
Notary Public

STATE OF NEW MEXICO )

)ss  
COUNTY OF SAN JUAN )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of September, 2013, by Eldon Walker + Dennis of the Animas Lodge #15, AF & AM., for and on behalf of said lodge. Herman

My commission expires:  
1-28-17  
\_\_\_\_\_

Kimberly Parrish  
Notary Public





Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**Grant**

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1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Farmington 800 Municipal Drive Farmington, NM 87401		4. AWARD NUMBER: 2013-DJ-BX-0941	
		5. PROJECT PERIOD: FROM 10/01/2012 TO 09/30/2016 BUDGET PERIOD: FROM 10/01/2012 TO 09/30/2016	
1A. GRANTEE IRS/VENDOR NO. 856000130		6. AWARD DATE 08/28/2013	7. ACTION Initial
		8. SUPPLEMENT NUMBER 00	
		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE Police Equipment, Patrol Vehicles and Accessories Program		10. AMOUNT OF THIS AWARD \$ 66,251	
		11. TOTAL AWARD \$ 66,251	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTHON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY13(BJA - JAG) 42 USC 3750, et seq.			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Tommy Roberts Mayor	
17. SIGNATURE OF APPROVING OFFICIAL <i>[Signature]</i>		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCALY FUNDC BUD.A OFC. DIV.RE SUB. POMS AMOUNT EAR ODE CT. G. X B DJ 80 00 00 66251		21. MDJUGT0604	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

Legal Department  
Approved: *[Signature]*  
By: *[Signature]*  
Date: 10/31/13



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD  
CONTINUATIONSHEET  
Grant**

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PROJECT NUMBER 2013-DJ-BX-0941

AWARD DATE 08/28/2013

*SPECIAL CONDITIONS*

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Recipient 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 prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General  
U.S. Department of Justice  
Investigations Division  
950 Pennsylvania Avenue, N.W.  
Room 4706  
Washington, DC 20530

e-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov)

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at [www.usdoj.gov/oig](http://www.usdoj.gov/oig).

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

Legal Department  
Approved as to Form  
By [Signature]  
Date 08/28/13



Department of Justice  
Office of Justice Programs  
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*SPECIAL CONDITIONS*

8. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at [www.ojp.gov/funding/confcost.htm](http://www.ojp.gov/funding/confcost.htm).
11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
12. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
13. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
14. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
15. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



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*SPECIAL CONDITIONS*

16. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
17. The recipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned must be accounted for and used for the purposes of funds provided under this award, including such use being consistent with the conditions of the award, the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110). Further, the use of program income must be reported on the quarterly Federal Financial Report, SF 425.
18. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
19. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [http://www.it.ojp.gov/gsp\\_grantcondition](http://www.it.ojp.gov/gsp_grantcondition). Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.



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*SPECIAL CONDITIONS*

20. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

21. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Federal Financial Report (SF-425).
22. JAG funds may be used to purchase bulletproof vests for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.
23. The recipient agrees to submit a signed certification that that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any FY 2013 funding can be used by the agency for vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.



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24. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.
25. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
26. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.
27. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See [http://www.ojp.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.gov/about/ocr/equal_fbo.htm).
28. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.
29. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
30. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
31. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD  
CONTINUATIONSHEET  
Grant**

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PROJECT NUMBER 2013-DJ-BX-0941

AWARD DATE 08/28/2013

*SPECIAL CONDITIONS*

32. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
33. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website ([www.bjaperformancetools.org](http://www.bjaperformancetools.org)). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
34. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
35. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).
36. No JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. Additionally, any JAG funding approved for this purpose would be subject to additional reporting, which would be stipulated by BJA post-award.
37. BJA strongly encourages the recipient submit annual (or more frequent) JAG success stories at [JAG.Showcase@ojp.usdoj.gov](mailto:JAG.Showcase@ojp.usdoj.gov) or via the online form at <https://www.bja.gov/contactus.aspx>. JAG success stories should include the: name and location of program/project; point of contact with phone and e-mail; amount of JAG funding received and in which fiscal year; and a brief summary describing the program/project and its impact.
38. Recipient may not expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.
39. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance (BJA) has received documentation demonstrating that the state or local governing body review requirements have been met and a Grant Adjustment Notice (GAN) has been approved releasing this special condition.





Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD  
CONTINUATIONSHEET  
Grant**

PAGE 8 OF 8

PROJECT NUMBER 2013-DJ-BX-0941

AWARD DATE 08/28/2013

*SPECIAL CONDITIONS*

40. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the signed Memorandum of Understanding (MOU) between the disparate jurisdictions and has issued a Grant Adjustment Notice (GAN) releasing this special condition.
41. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance (BJA) has received documentation demonstrating that the recipient jurisdiction's public comment requirements have been met and a Grant Adjustment Notice (GAN) has been approved releasing this special condition.
42. The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued removing this special condition.



**Department of Justice**  
**Office of Justice Programs**  
*Bureau of Justice Assistance*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File

**From:** Orbin Terry, NEPA Coordinator

**Subject:** Incorporates NEPA Compliance in Further Developmental Stages for City of Farmington

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:  
PROJECT SUMMARY**

**Grant**

PROJECT NUMBER

2013-DJ-BX-0941

PAGE 1 OF 1

This project is supported under FY13(BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Melanie Davis  
(202) 305-7944

2. PROJECT DIRECTOR (Name, address & telephone number)

Keith McPheeters  
Captain  
800 Municipal Drive  
Farmington, NM 87410-2663  
(505) 599-1552

3a. TITLE OF THE PROGRAM

BJA FY 13 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local

3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)

4. TITLE OF PROJECT

Police Equipment, Patrol Vehicles and Accessories Program

5. NAME & ADDRESS OF GRANTEE

City of Farmington  
800 Municipal Drive  
Farmington, NM 87401

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2012 TO: 09/30/2016

8. BUDGET PERIOD

FROM: 10/01/2012 TO: 09/30/2016

9. AMOUNT OF AWARD

\$ 66,251

10. DATE OF AWARD

08/28/2013

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

The grantee will utilize the FY 2013 Local JAG award to purchase equipment that will allow the grantee to maintain operational efficiency and regional response capabilities. The equipment purchases will include an electric mobility patrol vehicle, a police cruiser, and the necessary accessories and equipment required to fully

OJP FORM 4000/2 (REV. 4-88)

Legal Department  
Approved for signature  
By \_\_\_\_\_  
Date \_\_\_\_\_

equip and prepare the vehicles for service. Additional purchases will include tasers with holsters, handheld radios, flashlights, and 2013 New Mexico Criminal and Traffic Law manuals for use by the patrol and the detective divisions in the field.

NCA/NCF

RESOLUTION NO. 2013-

A RESOLUTION ADOPTING AND APPROVING REVISED RATES FOR THE  
FARMINGTON ELECTRIC UTILITY SYSTEM

WHEREAS, the Farmington Electric Utility System (FEUS) commissioned SAIC to perform a Cost of Service and Rate Design Study (Study) to determine if the current rates charged by the utility were adequate to support the costs incurred to provide electricity to its residential, commercial and industrial customer base into the future; and

WHEREAS, SAIC completed the commissioned Study and reported to FEUS that it had determined that FEUS rates needed to be revised in order to provide the revenue necessary to cover the reasonable costs of providing continued high quality, reliable electric power to its customers and to provide fairness to its customer classes; and

WHEREAS, both FEUS staff and the Farmington Board of Public Utility Commissioners have reviewed the Study and recommended to the City Council that the electric rate revisions suggested by the Study are prudent and necessary and should be approved, and

WHEREAS, the City Council voted on September 3, 2013 for the Farmington Electric Utility System to move forward with satisfying the requirements of Section 3-24-9C NMSA, which include public notice, notification of the state Public Regulatory Commission and county commissions, the holding of public meetings, and those requirements now having been met; and

WHEREAS, the electric rates for FEUS have remained unchanged, except for periodic changes in power cost adjustment (PCA) due to power generation and purchased power cost fluctuations, since the last FEUS rate adjustment in 1982; and

WHEREAS, the FEUS infrastructure is in need of upgrade, modernization and improvement in order to meet the future needs of the utility's customers and the necessary revenue to pay for these upgrades and improvements must come from realistic but fair electric rates.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FARMINGTON, that the Farmington Electric Utility System Revised Rate Schedule attached to this resolution is hereby adopted and approved.

BE IT FURTHER RESOLVED that the revised rates as stated in the attached Revised Rate Schedule shall supersede and replace all previously approved rates as of the effective date of this resolution, November 1, 2013.

PASSED, APPROVED, SIGNED AND ADOPTED this 8<sup>th</sup> day of October, 2013.

\_\_\_\_\_  
Tommy Roberts, Mayor

SEAL

ATTEST:

\_\_\_\_\_  
Dianne Smylie, City Clerk

**FARMINGTON ELECTRIC UTILITY SYSTEM  
SECOND REVISED RATE NO. 1  
CANCELLING FIRST REVISED RATE NO. 1**

**RESIDENTIAL SERVICE**

**APPLICABILITY:**

Applicable only for normal domestic light and power use provided to individual residences, dwellings and individually metered apartments. Service shall be supplied through one point of delivery and measured through one meter. Not applicable for standby, supplemental, or resale service.

**TERRITORY:**

All residential service provided by the Farmington Electric Utility System in San Juan County and Rio Arriba County.

**MONTHLY RATE:**

**PHASE I (1<sup>ST</sup> 12 MONTHS AFTER EFFECTIVE DATE):**

Customer Charge.....	\$3.25 plus
Energy Charge.....	\$0.08650 per kWh

**PHASE II (NEXT 12 MONTHS AFTER PHASE I):**

Customer Charge.....	\$3.50 plus
Energy Charge.....	\$0.08890 per kWh

**PHASE III (NEXT 12 MONTHS AFTER PHASE II):**

Customer Charge.....	\$3.75 plus
Energy Charge.....	\$0.09132 per kWh

**MONTHLY MINIMUM:**

The monthly minimum charge under this Schedule shall never be less than the customer charge plus the tax adjustment.

**POWER COST ADJUSTMENT:**

The above rates include a base power supply cost and cost of service index of \$0.035 per