AGENDA

... for the Regular Meeting of the Farmington City Council to be held at 6:00 p.m.,
Tuesday, July 9, 2019 in the Council Chamber, City Hall, 800 Municipal Drive,
Farmington, New Mexico...

1. Roll Call and Convening the Meeting;

2. Invocation: Senior Pastor Armando Grijalva of GC Harvest 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 the Regular Meeting of the City Council held June 25,
2019. ................................................................. 10

6. *Approval of Bid for safety area improvements on Runways 5/23 and 7/25 at the
Four Corners Regional Airport being awarded to Oldcastle SW Group, Inc.
as the sole bid is deemed to be fair and reasonable and meets
specifications ($3,367,866). Bids opened June 26, 2019. [Award is
contingent upon approval by the Federal Aviation Administration and upon
receipt of funding.] ..................................................... 1

7. *Approval of the 2018 Edward Byrne Memorial Justice Assistance Grant (JAG)
Program (18-JAG-REG2-SFY20) for funding in the amount of $203,910 for
the Region II Narcotics Task Force (term to June 15, 2020). ....... 2

8. *Approval of STOP Violence Against Women Formula Grant No. 2018-WF-AX-
0051 (Subgrant #2020-WF-610) for funding in the amount of $21,425 for
advocacy services for victims of domestic violence, sexual assault and
stalking (term to June 30, 2020). .................................................. 3

9. *Approval of Warrants up to and including July 6, 2019.

10. Recommendation from the Planning and Zoning Commission:

Acceptance of Consent Agenda: The item marked with an asterisk (*) has been
placed on the Planning and Zoning Commission Consent Agenda and will be
voted on without discussion. If the item does not meet with approval of all
Councilors or if a citizen so requests, the item will be removed from the Consent
Agenda and heard in regular order.

*(1) Adoption of the recommendation from the Planning and Zoning
Commission as contained within the Community Development Department
Petition Report to approve Petition No. ABD 19-51 from the property
owners on Hillcrest Place, represented by Ricky Wenzel, requesting abandonment of City property beginning at the residential property line and ending five feet behind the back of the curb of a cul-de-sac on Hillcrest Place in the Country Club Manor Replat E Subdivision located in the SF-10, Single-Family Residential, District. (Francisco Alvarado)

The recommendation of the Planning and Zoning Commission passed by a vote of 6-0 on June 27, 2019.----------------------------------------------------------4

11. New Business:

(a) Mayor

(1) Resolution No. 2019-1719
    -in recognition of Hershel “Woody” Williams and Gold Star Families of San Juan County. ........................................5

(b) Councilors

(c) City Manager

(d) City Attorney

(1) Resolution No. 2019-1720
    -supplementing Resolution No. 2019-1710 relating to the Natural Gas Supply Agreement between the City of Farmington and the New Mexico Municipal Energy Acquisition Authority, as amended by a First Amendment; authorizing the execution and delivery of a Second Amendment to the Natural Gas Supply Agreement and other action necessary or advisable to obtain a gas discount pursuant to the Supply Agreement, as amended, including the execution and delivery of certificates and agreements relating to the foregoing; ratifying, approving, and confirming prior action taken related to the foregoing; and repealing action inconsistent herewith. --6

(2) Proposed ordinance – Discussion
    -amending Section 23-2-7 of the City Code to provide for an increase in residential and commercial charges for sanitation service (Final Action July 23, 2019) ..........................................................7

(e) City Clerk

(1) Approval of Recommendation from the Liquor Hearing Officer concerning Application No. 1124663 for a new Small Brewer License from BCB Ventures, LLC, to do business as Lauter Haus Brewing Co., 1806 E. 20th Street, Farmington, New Mexico. (The recommendation from the Liquor Hearing Officer will be presented from the floor.) .................................................................8
12. **Business from the Floor:**

   (1) Items removed from Consent Agenda for discussion.

   (2) Any other Business from the Floor.

13. **Closed Meeting** to discuss request for proposals for the 115kV upgrade for the Hare to Dwight Arthur Substation, pursuant to Section 10-15-1H(6) NMSA 1978.

14. **Proposal:** Recommendation from the Chief Procurement Officer to award the proposal for the 115kV upgrade for the Hare to Dwight Arthur Substation to (Electric) to North Houston Pole Line as the top evaluated firm. Proposals opened May 7, 2019 with four offerors participating.

15. **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.
CITY OF FARMINGTON
INTER-OFFICE MEMORANDUM

TO: Mayor Duckett and City Council

FROM: Kristi Benson, CPPP, CPBP
Chief Procurement Officer

DATE: July 1, 2019

SUBJECT: Runway 5/23 and Runway 7/25 Safety Area Improvements, Bid #19-131319

USING DEPARTMENT: Airport

A bid opening was held on June 26, 2019 for Runway 5/23 and Runway 7/25 Safety Area Improvements. One (1) bidder responded.

The Central Purchasing Department concurs with the recommendation from the Airport to award the bid to Oldcastle SW Group, Inc. from Farmington, New Mexico as submitting the only responsive bid which is considered to be fair and reasonable meeting specifications for a total awarded amount of $3,367,866.00 plus estimated applicable taxes of $277,848.95. Due to federal funding the In-State and Veterans Preferences do not apply. The single response documentation memo is attached. Award is contingent upon approval by the Federal Aviation Administration and contingent upon receipt of said funding.

Kristi Benson (Presenter)
Consent City Council Agenda, July 9, 2019

Copy to: Teresa Emrich, Administrative Services Director
Mike Lewis, Airport Manager

File – Bid #19-131319
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL BID: SCHEDULE I - RUNWAY 5/23 SAFETY AREA IMPROVEMENTS</td>
<td>$3,098,084.00</td>
</tr>
<tr>
<td>TOTAL BID: SCHEDULE II - RUNWAY 7/25 SAFETY AREA IMPROVEMENTS</td>
<td>$269,782.00</td>
</tr>
<tr>
<td>ESTIMATED APPLICABLE TAXES</td>
<td>$277,848.95</td>
</tr>
</tbody>
</table>

**BIDDER'S ESTIMATE OF TAXES FORM INITIALED:** yes

**BID SIGNED:** yes

**NM CONTRACTOR'S LICENSE NO.:** 89829

**NM DEPT OF WORKFORCE SOLUTIONS - PUBLIC WORKS NO.:** 002362220111130

**ADDENDA ACKNOWLEDGED:** yes

**LIST OF SUBCONTRACTORS:** yes

**BID BOND ENCLOSED:** yes

**BIDDER'S QUALIFICATIONS:** yes

**DRUG-FREE WORKPLACE CERTIFICATION:** yes

**CONTRACTOR'S SAFETY CERTIFICATION:** yes

**CAMPAIGN CONTRIBUTION FORM:** yes

**EQUAL EMPLOYMENT OPPORTUNITY:** yes

**DBE LETTER OF INTENT:** yes

**DBE BIDDERS LIST:** yes

**BUY AMERICAN CERTIFICATION:** yes

**DEBARMENT CERTIFICATION:** yes

**TRADE RESTRICTIONS CERTIFICATION:** yes

City of Farmington - Abstract Sheet
BID: Runway 5/23 and Runway 7/25 Safety Area Improvements
Opening Date: June 26, 2019 at 2:00 P.M.
AIP No. 3-35-0016-043-2018
Project No. FAA19; Contract Control No. 19-131319

Oldcastle SW Group, Inc.
PO Box 16
Farmington, NM 87499
Kyle M High
(505) 334-3170
TO: Runway 5/23 and Runway 7/25 Safety Area Improvements, BID #19-131319

FROM: Jennifer Rowland, Buyer II

DATE: July 1, 2019

SUBJECT: Single Response Documentation

=================================================================

68 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) Mountain States Construction, Rob Gross: MSCG was unable to assure timely attention to this project schedule based on our current workload

(2) Andale Construction Incorporated, Pete J. Molitor: Not in our scope of work.

xc: Kristi Benson, CPPO CPPB, Chief Procurement Officer

(Initial/Concur)
June 4, 2019

The Honorable Nate Duckett
Mayor of Farmington
800 Municipal Drive
Farmington, NM 87401

Dear Mayor Duckett:

On behalf of the New Mexico Department of Public Safety, it is my pleasure to inform you that your application for the 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) Program has been recommended for funding. Based on available federal funding and the application’s ranking, the City of Farmington, on behalf of the Region II Task Force, has been awarded $203,910.00. The 2018 JAG grant award will be effective from July 1, 2019 through June 15, 2020.

In addition, all sub-recipients who receive funding may be required to attend the Drug Enforcement Advisory Council (DEAC) Budget Sub-Committee meetings, which are on a quarterly basis, as part of the award agreement.

If you have any questions regarding this correspondence, please contact Sheila McDonald, Management Analyst Supervisor, at (505) 827-9115.

Sincerely,

Mark R. Shea
Cabinet Secretary

MS/SMD
Subgrantee Name: City of Farmington  
Subgrantee Agreement Number: 18-JAG-REG2-SFY20  
Award Amount: $203,910  
Subgrantee DUNS number: 080376346  
Grant Term: July 1, 2019 – June 15, 2020

2018 Edward Byrne Memorial Justice Assistance Grant (JAG) Award

This Sub-grant Agreement made effective July 1, 2018, by and between the New Mexico Department of Public Safety, acting through the Administrative Services Division - Grants Management Bureau (GMB) herein referred to as the “BUREAU” and the City of Farmington, serving as the Fiscal/Fiduciary Agency for Region II Narcotics Task Force as the Program herein, jointly referred to as the “SUBGRANTEE.”

WHEREAS, this Sub-grant Agreement is made by and between the Bureau and the Subgrantee, pursuant to and

WHEREAS, The Edward Byrne Memorial Justice Assistance Grant (JAG) Program, specifically authorized under 34 U.S.C. §§ 10151 - 10158, (CFDA #16.738) is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multi-jurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures; and

WHEREAS, the New Mexico Department of Public Safety is the designated State Administering Agency (SAA) in New Mexico that may apply for the JAG formula grant and administer funds to other state agencies and local units of government. The Bureau is, therefore, responsible for: coordination of JAG funds among state and local justice initiatives; preparation and submission of the state JAG application; administration of JAG funds including establishing funding priorities; distribution of funds; supervision of the Subgrantees’ compliance with all Bureau of Justice Assistance (BJA) special conditions and provisions. The Bureau provides ongoing assistance to Subgrantees; and is responsible for submitting financial reports, programmatic reports, performance measures, any other necessary sub-grant information, and closes out the awards to BJA; and

WHEREAS, it is necessary for the Subgrantee to enter into this Sub-grant Agreement with the Bureau in order to receive and expend funds from the JAG Program for the purpose of implementing activities that qualify for funding under the JAG Program; and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SECTION ONE: PURPOSE

The purpose of the Agreement is to specify and delineate the rights and duties of the parties hereto as described in the 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) grant program solicitation, and any other relevant rules, laws, and regulations. JAG funds may be used for state and local initiatives, technical assistance, training, personnel, law enforcement overtime, equipment, supplies, contractual support, and information systems for criminal justice. The award shall not be used for research and development. The funding for the 2018 JAG award is as follows:
The NMDPS is the assigned State Administering Agency (SAA) on behalf of the State of New Mexico for all Byrne JAG funding. As such, the NMDPS is responsible for conducting coordinated and transparent strategic planning, along with the implementation of structural reforms that improve the administration of justice. Strategic planning is utilized to analyze crime trends, evaluate the priorities of all segments of the criminal justice system, set out a plan for reducing crime and victimization, and guide the use of the grant funds. In this role, the NMDPS through the Grants Management Bureau (GMB), provides administrative oversight, monitoring, and programmatic reporting statewide to assure compliance with State and Federal laws and regulations. The NMDPS GMB is responsible for the fiscal management of this award and will provide leadership and technical assistance to all sub-grantees in identifying programmatic needs, preparing JAG sub-grant proposals, and administering JAG sub-grant awards.

The NMDPS in collaboration with the Drug Enforcement Advisory Council (DEAC) have vetted the adoption of two main purpose areas for the 2018 Byrne JAG grant application. Program purpose areas for the FY2018 funding cycle have been limited to:

1. Law Enforcement Programs
2. Prevention and Education Programs

SECTION TWO: SCOPE OF WORK

1. The Subgrantee agrees that it shall implement its program as detailed in their submitted 2018 Edward Byrne Justice Assistance Sub-grant (JAG) Program Application (attached and incorporated herein as Attachment A). Specifically, the Subgrantee shall use grant funds to achieve the following goals and objectives.

   • **Goal #1** – Reduce the flow and availability of illegal narcotics into San Juan County
     
     o **Objective:** Investigate & infiltrate criminal organizations to ultimately disrupt and dismantle their ability to conduct business.

   • **Goal #2** – Enforcement and intelligence sharing
     
     o **Objective:** Cooperate with law enforcement partners and prosecuting attorneys to maximize narcotics investigations.

   • **Goal #3** - Prevention, Treatment and Community Involvement and narcotics awareness
     
     o **Objective:** Attend drug court & community meetings and teach narcotics awareness classes to the public.

2. The Subgrantee agrees to, at a minimum, demonstrate an emphasis on effective, evidence-based strategies that use intelligence and all available data to focus on reducing violent crime and drug trafficking. A detail program description is incorporated herein as part of the Subgrantee’s Application (attached and incorporated herein as Attachment A).

3. The Subgrantee agrees to provide all the necessary qualified personnel, materials, and facilities to implement the program described herein.

SECTION THREE: TERMS OF THIS SUB-GRANT AGREEMENT

1. This Sub-grant Agreement shall become effective July 1, 2019 and shall terminate on June 15, 2020.
2. The Subgrantee may not obligate, expend, or request any funds under this award until a budget reflecting the final award amount has been received and approved by the Bureau; and

3. The Bureau shall evaluate the Subgrantee’s program’s progress to determine if the Subgrantee is on track to expend funds by the end of the Sub-grant Agreement period. Spending reviews are scheduled to occur at mid-year and after the third quarter of the grantee period. If it appears funds will not be fully expended by the end of the Sub-grant Agreement period, the Bureau will make a recommendation to the DEAC Budget and Funding Sub-Committee to amend the Sub-grant Agreement’s budget in an effort to revert funds. This action may occur prior to the end of the Sub-grant Agreement period to allow for funding to become available for other Subgrantee programs.

a. If extenuating circumstances exist, applicants may petition DEAC Budget and Funding Sub-Committee for relief of the reversion of un-expended funds.

b. Upon review and analysis of the petition, the Budget and Funding Sub-Committee through the Bureau shall forward their recommendation to the Secretary of the Department of Public Safety for disposition.

c. In all cases, the Secretary of the Department has the final authority in determining if the reversion shall occur.

4. This Sub-grant Agreement constitutes the entire agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments is not part of this Sub-grant Agreement and not enforceable pursuant to this Sub-grant Agreement. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

5. In the event that, due to unusual circumstances, it becomes apparent that this agreement cannot be brought to full completion within the time period set forth in this Section, the Subgrantee shall notify the Bureau, in writing, at least forty-five (45) calendar days prior to the termination date of this Agreement to request a Sub-Grant Agreement extension; and

SECTION FOUR: SUBGRANTEE DUTIES AND RESPONSIBILITIES

Subgrantee must adhere to the following duties and responsibilities, and other terms and conditions under this Sub-grant Agreement in order to receive the compensation described in Section Five.

1. Act in the capacity as the fiduciary for this Program.

2. Include the Sub-grant Agreement number on all correspondence and submittals to the Bureau.

3. Have the program commenced and operational within ninety (90) days of the last signatory executing this Sub-grant Agreement. If the Subgrantee’s program has not commenced or is not operational within ninety (90) days, the Subgrantee must report in writing to the Bureau the steps taken to initiate the program, the reasons for delay, and the expected starting date prior to the end of the ninety (90) days. Additionally, Subgrantee must obtain an extension, in writing, from the Bureau prior to the end of the ninety (90) days. If an extension is not obtained prior to the ninety (90) days, the Subgrantee’s program, at the Bureau’s discretion, may be terminated and, if the Program is terminated, the BJA funds allocated to that program will be redistributed to fund other BJA programs.

4. Submit all program-related contracts, subcontracts, agreements, and subsequent contracts to the Bureau for review and approval prior to execution.

5. Provide the Bureau for its review for compliance and approval in writing prior to any overtime being reimbursed, the overtime policy for all participating agency(s), if applicable.

6. Retain all records that pertain to the amount and disposition of the funds from all sources budgeted for the Sub-grant Agreement period, descriptions of all expenditures made, the reason the expenditure was made, and the benefit received by the Subgrantee for the expenditure, the amount and nature of all contributions from other
sources, and such other records as the Bureau shall prescribe. Such records shall be preserved for a period of not less than six (6) years following completion of the Sub-grant Agreement.

7. Understand and agree that the Bureau, Department of Justice (DOJ) (including OJP and the Office of the Inspector General (OIG)) and its representatives, and the Government Accountability Office (GAO), shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents in any form) related to this award, including such records of any Subgrantee, contractor, or sub-contractor.

8. Understand and agree that the Bureau, DOJ, and the GAO are authorized to interview any officer or employee of the Subgrantee (or of any contractor or sub-contractor) regarding transactions related to this award.

9. Have both fiscal and programmatic personnel attend trainings when provided by the Bureau.

10. The Subgrantee agrees they will submit to the Bureau for review and approval any curricula, training materials, or other written materials that will be published, including web-based materials and web site content, or any publications (written, visual, or audio, but excluding press releases, notices, newsletters, and issue analyses) issued by the Subgrantee describing programs funded in whole or in part by this agreement. The Subgrantee shall submit the above-stated material to the Bureau at least forty-five (45) working days prior to the targeted dissemination date or public release.

11. The Subgrantee agrees to have a representative attend quarterly Drug Enforcement Advisory Council (DEAC) meetings and be able provide a report on program progress if requested.

12. The Subgrantee agrees to submit the minutes from all quarterly Region Board meetings to the Bureau;

13. The Bureau reserves the right to conduct periodic on-site monitoring visits upon reasonable notice to the Subgrantee prior to each visit. Further, the Subgrantee understands that it may be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.

14. Per 2 C.F.R. §200.313 requirements, post-award property standards will continue to be managed for all equipment purchased with Federal grant funds over $5,000.00. The NMDPS GMB requires that Property/Equipment Inventory Reports continue to be provided annually by the deadline of January 30 until disposition of all property/equipment purchased with these grant funds, with a fair market per-unit value of $5,000.00 is transferred, replaced, or otherwise disposed of. No property or equipment shall be disposed of without prior approval by the NMDPS GMB. Records for property and equipment acquired with Federal funds must be retained for (3) three years after the close of the grant award. Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its Subgrantee(s) with Sub-grant Agreement funds, will be governed by the provisions of NMAC 2.20.1 and 45 CFR 74.34 or 45 CFR 92.32, as applicable.

15. The Subgrantee should enforce the federal law that protects federal employees against reprisal for whistleblowing. A whistleblower is an employee of Federal contractor, subcontractor or grantee who discloses information that the individually reasonably believes is evidence of gross mismanagement of a Federal contract or grant; gross waste of Federal funds; abuse of authority relating to Federal contract or grant; substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

In addition, under the National Defense Authorization Act of 2013 (NDAA), it is illegal for an employee of a Federal contractor, subcontractor, or grantee to be discharged, demoted or otherwise discriminated against for making a protected whistleblower disclosure. Also, under Presidential Policy Directive (PPD-19), an action affecting access to classified information cannot be taken in reprisal for protected whistleblowing.
In the event that a DOJ contractor, subcontractor and grantee report allegations of what they reasonably believe to be wrongdoing, and believe that retaliation has occurred, they may file a complaint under the NDAA with the OIG which will investigate the matter. Information on how to report suspected reprisal to the OIG is available at: http://oig.justice.gov/hotline/.

For further information about whistleblower rights and protections, please see the Whistleblower Protection page on OIG’s website at: https://oig.justice.gov/hotline/whistleblower-protection.htm.

16. The Subgrantee 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 program activities. The Subgrantee understands that the Bureau will not reimburse any portion of salaries paid for existing general fund employees/staff; and

SECTION FIVE: SUBGRANTEE COMPENSATION AND PAYMENT

1. Upon approval of the Subgrantee’s satisfactory completion of all work and services required to be performed under the terms of this Sub-grant Agreement, and in compliance with all other Sub-grant Agreement terms herein stated, the Bureau shall reimburse the Subgrantee a sum up to, and not to exceed $203,910.00.

2. All payments shall be made on an actual cost reimbursement basis. The Subgrantee shall submit a completed Request for Reimbursement (RFR) form along with all appropriate supporting documentation.
   a. RFR forms (found at https://www.dps.nm.gov/Subgrantee-forms) shall be submitted to the Bureau for review and approval no later than fifteen (15) days after the end of each month in which there were grant expenditures.
   b. A Final RFR must be submitted to the Bureau for review and approval no later than thirty (30) days following the termination date of this Sub-grant Agreement. Failure by the Subgrantee to timely submit the final RFR, including all supporting backup documentation, may result in an Administrative Closeout by the Bureau. If an Administrative Closeout takes place, any remaining expenditures may not be reimbursed, which may have a negative effect on Subgrantee’s ability to obtain funding in the future.
   c. If there are no expenditures to claim on an RFR, the Subgrantee is required to complete the RFR coversheet indicting zero expenditures are being claimed for that month.
   d. No RFR will be processed if, in the judgment of the Bureau, the Subgrantee is in violation of any section of this Sub-grant Agreement.

3. Reimbursement of travel expenses, if applicable, will be reimbursed per the New Mexico State Per Diem and Mileage Act (10-8-1 through 10-8-8 NMSA 1978), Subgrantee’s approved travel policy, or the approved federal rates per GSA. Agencies will provide backup to support travel expenditures including but not limited to itemized receipts and/or invoices;

4. Upon the completion of this Agreement, any portion of Subgrantee’s unexpended funds revert back to the New Mexico Department of Public Safety;

5. No matching requirement exists for this program.

SECTION SIX: SUBGRANTEE REPORTING REQUIREMENTS

It is necessary for the Bureau to evaluate the progress of the Program, therefore, the Subgrantee is required to complete and submit programmatic reports.

1. The Subgrantee shall submit Quarterly or Semiannual Progress Reports. Progress reports shall be submitted within 15 days after the reporting period ends, for the life of the award to the Bureau for review and approval.
The final report will be due no later than fifteen (15) days after expiration of funding. The schedule is as follows:

Quarterly: October 1st – December 31st, Progress Report due by January 15th
Quarterly: January 1st – March 31st, Progress Report due by April 15th
Quarterly: April 1st – June 30th, Progress Report due by July 15th
Quarterly: July 1st – September 30th, Progress Report due October 15th

OR

Semiannual: January 1st – June 30th, Progress Report due July 15th
Semiannual: July 1st – December 31st, Progress Report due January 15th

The Bureau will provide proper guidance for Progress Reports pertaining to this program; and

2. In addition, Quarterly Progress Reports must be submitted for the DEAC Budget & Funding Subcommittee’s review prior to each DEAC meeting. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future high-risk designation. The due dates for the DEAC reports will vary depending on the DEAC meeting schedule. The Bureau will provide the due date for DEAC reports to Subgrantees via e-mail prior to each DEAC meeting.

3. The Subgrantee agrees to comply with any additional reporting requirements or information requests imposed by DOJ, NIJ, OJP, OIG, OMB, and the Bureau. The Bureau will notify the Subgrantee of any additional reporting requirements as they are imposed.

4. The Subgrantee understands and agrees that funds may be withheld (including funds under future awards), or other related requirements may be imposed, if the required information is not submitted on a timely basis;

5. The Subgrantee must collect, maintain, and provide the Bureau data that measures the performance and effectiveness of activities under this award in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by the Bureau. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

SECTION SEVEN: FUND SUSPENSION OR TERMINATION AND OTHER SANCTIONS

The Bureau, by written notice to the Subgrantee shall have the right to terminate this agreement if, at any time, in the judgment of the Bureau the provisions of this agreement have been violated or the outlined program activities do not progress satisfactorily. In this event, the Bureau may demand refund of all, or part of the funds dispersed to the Subgrantee. The Bureau may suspend funding in whole or in part, terminate funding, or impose other sanctions on Subgrantee for the following reasons:

1. Pursuant to 2 C.F.R. §200.339, the Bureau may suspend or terminate funding under this award before the completion of the project funded by this award, for the Subgrantee's failure to comply with the certifications and conditions or with the project's goals, plans and methodology set forth in the approved application. In the case of suspension, the Subgrantee will be unable to draw down funds until the Bureau determines that the Subgrantee is in compliance;

2. Failing to comply substantially with the requirements or statutory objectives of the appropriate state or federal law, program guidelines issues hereunder, or other provisions of state or federal law;
3. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding;

4. Failing to submit reports required by Section Six; or

5. Filing a false certification with the application, this Sub-grant Agreement, or in other reports or documents.

6. The Subgrantee acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if Subgrantee 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 Subgrantee is in compliance.

7. Failing to make satisfactory progress toward the goals, objectives, or strategies set forth in the Subgrantee’s Application;

8. Failing to adhere to the requirements in this Sub-grant Agreement;

9. This Sub-grant Agreement may be terminated by the Subgrantee upon written notice delivered to the Bureau at least thirty (30) days in advance. Such termination does not nullify Subgrantees obligations already incurred for performance or failure to perform prior to the date of termination. In any event, this sub-grant agreement shall be in effect until completed, unless terminated early pursuant to this Sub-grant Agreement.

Before imposing sanctions, the Bureau will provide reasonable notice to the Subgrantee of its intent to impose sanctions and will attempt to resolve the issue in an expeditious manner.

SECTION EIGHT: SUBGRANTEE CERTIFICATIONS AND CONDITIONS

As a requirement in accepting this award, all Subgrantees must adhere to the following.

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements — whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period --may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.
The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Requirement to Report Duplicative Funding

If the Subgrantee currently has other active awards of federal funds, or if the Subgrantee receives any other award of federal funds during the period of performance for this award, the Subgrantee promptly must determine whether funds from any of those other federal awards 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 provided under this award. If so, the Subgrantee must promptly notify the Bureau in writing of the potential duplication, and, if so, requested by the Bureau, must submit a budget revision or program description change grant amendment to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Universal Identifier Requirements

The Subgrantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.
The Subgrantee also must comply with applicable restrictions on subawards ("subgrants") to first tier subrecipients (first tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the Subgrantee’s obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements) and are incorporated by reference here.

This 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).

7. Requirement to report actual or imminent breach of personally identifiable information (PII)

The Subgrantee (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)--1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the Bureau no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

8. All subawards ("subgrants") must have specific federal authorization

Any subrecipient at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization) and are incorporated by reference here.

9. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $150,000

The Subgrantee agrees that all procurement (contract) transactions under this award must be conducted in a manner that is consistent with applicable Federal and State law, and with Federal procurement standards specified in regulations governing Federal awards to non-Federal entities. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition. All applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $150,000)), and are incorporated by reference here.

10. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The Subgrantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of
persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the Subgrantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award), and are incorporated by reference here.

11. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The Subgrantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Post award Requirements" in the "DOJ Grants Financial Guide").

12. Requirement for data on performance and effectiveness under the award

The Subgrantee must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to the bureau in the manner (including within the timeframes) specified by the bureau. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

13. OJP Training Guiding Principles

Any training or training materials that the Subgrantee -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/ojptrainingguidingprinciples.htm.

14. Effect of failure to address audit issues

The Subgrantee understands and agrees that the Bureau may withhold award funds, or may impose other related requirements, if (as determined by the Bureau) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of JAG awards.

15. Potential imposition of additional requirements

The Subgrantee agrees to comply with any additional requirements that may be imposed by the Bureau during the period of performance for this award, if the recipient is designated as "high-risk" following a semi-annual risk assessment or is deemed "high-risk" by the DOJ or the Bureau.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The Subgrantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

17. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54
The Subgrantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

18. **Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38**

The Subgrantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

19. **Restrictions on "lobbying"**

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the Subgrantee, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the Subgrantee, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a subrecipient would or might fall within the scope of these prohibitions, the recipient is to contact Bureau for guidance, and may not proceed without the express prior written approval of Bureau.

20. **Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)**

The Subgrantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2017, are set out at https://ojp.gov/funding/Fxplor/FY18AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact Bureau for guidance, and may not proceed without the express prior written approval of Bureau.

21. **Reporting potential fraud, waste, and abuse, and similar misconduct**

The Subgrantee, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that
violates 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.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

22. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or Subgrantee under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict the reporting (in accordance with law) of waste, fraud, or abuse to an investigatory or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the Subgrantee --
   a. represents that it neither requires nor has required internal confidentiality agreements or statements from employee or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
   b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized to make sub-awards, procurement contracts, or both—
   a. it represents that—
      (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
      (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
   b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this
award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

23. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The Subgrantee (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee’s disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Subgrantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Subgrantee is to contact the Bureau for guidance.

24. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

25. Cooperating with OJP Monitoring

The Subgrantee agrees to cooperate with the Bureau and OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with the Bureau and OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The Subgrantee agrees to provide to the Bureau and OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the Subgrantee agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the Subgrantee as a high-risk grantee by the Bureau or DOJ; or termination of an award(s).

26. Use of Program Income

The Subgrantee agrees that all income generated as a direct result of this award shall be deemed program income. Program income earned during the project period shall be utilized, in accordance with Federal awarding agency regulations or the terms and conditions of the award, in one or more of the ways:

1. Added to funds committed to the project by the grant awarding agency and recipient and used to further eligible project or program objectives.

2. Used to finance the non-Federal share of the project or program.

3. Deducted from the total project or program allowable cost in determining the new allowable costs on which the Federal share of costs is based. (when an agency authorizes the disposition of program income as in 1 or 2, program income in excess of any limits stipulated shall be used this way)

All program income must be reported on a monthly basis on the Request for Reimbursement forms.
27. **Justice Information Sharing**

Information sharing projects funded under this award must comply with DOJ’s Global Justice Information Sharing Initiative (Global) guidelines. The Subgrantee (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The Subgrantee (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information or provide detailed justification for why an alternative approach is recommended.

28. **Avoidance of Duplication of Networks**

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.

29. **Compliance with 28 C.F.R. Part 23**

With respect to any information technology system funded or supported by funds under this award, the Subgrantee (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determine 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 Subgrantee may be fined as per 42 U.S.C. 3789g(c)-(d). The Subgrantee may not satisfy such a fine with federal funds.

30. **Protection of Human Research Subjects**

The Subgrantee (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent.

31. **Confidentiality of Data**

The Subgrantee (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

32. **Law enforcement task forces - required training**

The Subgrantee agrees within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement. Subgrantees will be required to provide a copy of their completed task force roster and certificates of completion to the Bureau for audit purposes.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctflii.org). The 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. If award funds are used to support a task force, the Subgrantee must compile and maintain a task force personnel roster, along with course completion certificates.
33. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the Bureau prior to obligation or expenditure of such funds.

34. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks — including 18 U.S.C. 922 and 34 U.S.C. ch. 409 — if the Subgrantee (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and — when appropriate — promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

35. Certification of Compliance with 8 U.S.C. 1373 and 1644 (within the funded "program or activity") required for valid award acceptance by a "State or Local government"

In order to validly accept this award, the Subgrantee must submit the required "State or Local Government: FY 2018 Certification of Compliance with 8 U.S.C. 1373 and 1644" (executed by the chief legal officer of the State or Local government).

36. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644: ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. Certifications from subrecipients. The Subgrantee may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or educational institution that would receive the subaward, using the appropriate form available at https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm. Also, the Subgrantee must require that no subrecipient (at any tier) may make a further subaward to a State, a local government, or a public institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly
executed by the chief legal officer of the government or institution that would receive the further subaward, using the appropriate OJP form.

3. The Subgrantee has monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the Subgrantee, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

5. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 I mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (OHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law. /7 IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

37. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

1. Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. I, 49, 227), no public disclosure may be made of any federal law enforcement information in any direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 --without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).
2. Monitoring
The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs
To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction
A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, -office, or -official, through any means, including, without limitation--(1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

38. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities
Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, -office may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose "interrogating any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring
The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:
   (1) The term "alien" means what it means under section IOI of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).
   (2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).
   (3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that —
      (a) is designed to prevent or to significantly delay or complicate, or
      (b) has the effect of preventing or of significantly delaying or complicating.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded program or activity)" with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

39. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of an undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[...f enons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.
2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

   (1) The term "alien" means what it means under section 101 of the INA (see 8 U.S.C. 1101(a)(3)).
   (2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 1025(a)(7)).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such OHS requests for detention.

D. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

40. Requirement to collect certain information from subrecipients

The Subgrantee may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (OHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with regular document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.
41. Required attendance at BJA-sponsored events

The Subgrantee (and its subrecipients at any tier) must participate in any Bureau or BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA’s request.

42. Compliance with National Environmental Policy Act and Related Statutes

Upon request, the Subgrantee (and any subrecipient at any tier) must 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 award funds, either directly by the Bureau or by a subrecipient. Accordingly, the Subgrantee 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 award, the Subgrantee agrees to contact the Bureau.

The Subgrantee understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the Subgrantee, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this 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 floodplain, 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
   (1) result in a change in its basic prior use or
   (2) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are:
   (1) purchased as an incidental component of a funded activity and
   (2) traditionally used, for example, in office, household, recreational, or education environments.

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The Subgrantee 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 recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient’s Existing Programs or Activities: For any of the Subgrantee’s or its subrecipients’ existing programs or activities that will be funded by these award funds, the Subgrantee, upon specific request from the Bureau, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

43. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

44. Certification of body armor “mandatory wear” policies

The recipient agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written “mandatory wear” policy in effect. The recipient must keep
signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

45. **Body armor - compliance with NIJ standards and other requirements**

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx.

46. **Required data on law enforcement agency training**

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

47. **Expenditures prohibited without waiver**

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the Bureau and the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

48. **Use of funds for DNA testing; upload of DNA profiles**

If the Subgrantee utilizes award funds for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from the Bureau in accordance with BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

49. **Encouragement of Submission of "Success Stories"**

The Bureau and BJA strongly encourage all subrecipients to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at https://www.bja.gov/Login.aspx to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at https://www.bja.gov/profile.aspx. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at https://www.bja.gov/SuccessStoryList.aspx.

50. **Prohibited Expenditures List**

The Subgrantee understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from
time to time. The Prohibited Expenditure List may be accessed here:
https://www.bja.gov/funding/JAGControlledPurchaseList.pdf

51. **Controlled Expenditures – Prior Written Approval Required**

The Subgrantee understands and agrees that award funds may not be used for items that are listed on the
Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from
time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions
on how to request approval for purchase or acquisitions are set out at
https://www.bja.gov/funding/JAGControlledPurchaseList.pdf

52. **Controlled Expenditures – Incident Reporting**

The Subgrantee understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure
List at the time of purchase or acquisition, including as the list may be amended from time to time, with award
funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain
information about the use of

a. any federally acquired Controlled Equipment in the agency’s inventory, and

b. any other controlled equipment in the same category as the federally acquired controlled equipment in the
   agency’s inventory, regardless of source; and make that information available to BJA upon request. Details
   about what information must be collected and retained may be accessed here: https://ojp.gov/docs/LE-

53. **Sale of items on Controlled Expenditure List**

The Subgrantee understands and agrees that notwithstanding the provision of the Part 200 Uniform Requirements
set out at 2 C.F.R. 200.313, no equipment listed on the Controlled Expenditure List that is purchased with award
funds may be transferred or sold to a third party, except as described below:

a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law
   Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval,
   the acquiring LEA will be required to submit information and certifications to BJA as if it were requesting
   approval to use award funds for the initial purchase of items on the Controlled Expenditure List.

b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.

c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with
   the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such
   transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-
   related and other sensitive or potentially dangerous components, and all law enforcement insignias and
   identifying markings must be removed prior to transfer or sale.

The Subgrantee must notify BJA prior to the disposal of any items on the Controlled Expenditure List
purchased with award funds and must abide by any applicable laws (including regulations) in such disposal.

The Subgrantee must notify the Bureau prior to the disposal of any items on the Controlled Expenditure List
purchased with award funds and must abide by any applicable laws (including regulations) in such disposal.

54. **Prohibited or Controlled Expenditure – Effect of Failure to Comply**

The Subgrantee understands and agrees that failure to comply with conditions related to prohibited or controlled
expenditures may result in a prohibition from further controlled expenditure approval under this or other federal
awards.

55. **Controlled expenditures – Standards**
Consistent with recommendation 2.1 of Executive Order 13688, a law enforcement agency that acquires controlled equipment with award funds must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the recipient must provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.

56. Requirement to disclose whether Subgrantee is designated "high risk" by a federal grant-making agency outside of DOJ

If the Subgrantee is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the Subgrantee must disclose that fact and certain related information to the Bureau by email at dps.gms@state.nm.us. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the Subgrantee's past performance, or other programmatic or financial concerns with the Subgrantee. The Subgrantee's disclosure must include the following: 1. The federal awarding agency that currently designates the Subgrantee high risk, 2. The date the Subgrantee was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

57. Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

58. Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

59. Provide Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website http://www.lep.gov

60. Ensuring Equal Treatment of Faith-Based Organizations and Safeguarding Constitutional Protections Related to Religion
The DOJ regulation, Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38, updated in April 2016, prohibits all recipient organizations, whether they are law enforcement agencies, governmental agencies, educational institutions, houses of worship, or faith-based organizations, from using financial assistance from the DOJ to fund explicitly religious activities. Explicitly religious activities include worship, religious instruction, or proselytization. While funded organizations may engage in non-funded explicitly religious activities (e.g., prayer), they must hold them separately from the activities funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Funded faith-based organizations must also provide written notice to beneficiaries, advising them that if they should object to the religious character of the funded faith-based organization, the funded faith-based organization will take reasonable steps to refer the beneficiary to an alternative service provider. For more information on the regulation, please see the OCR's website at https://ojp.gov/about/ocr/partnerships.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 201(b); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

61. Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for subrecipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.gov/about/ocr/pdfs/TseofConviction_Advisory.pdf. The Subgrantee should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, the Subgrantee should consult local counsel in reviewing their employment practices. If warranted, the Subgrantee should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

62. Comply with the Safe Streets Act

A Subgrantee that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

63. Meeting the EEOP Requirement

An EEOP is a comprehensive document that analyzes a recipient's relevant labor market data, as well as the recipient's employment practices, to identify possible barriers to the participation of women and minorities in all levels of a recipient's workforce. As a recipient of DOJ funding, you may be required to submit an EEOP Certification Report or an EEOP Utilization Report to the OCR. For more information on whether your organization is subject to the EEOP requirements, see https://ojp.gov/about/ocr/eep.htm. Additionally, you may
request technical assistance from an EEO specialist at the OCR by telephone at (202) 616-1771 or by e-mail at EEOPforms@usdoj.gov.

64. Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR and the Bureau.

65. De-confliction

A Subgrantee shall participate in the case and subject de-confliction process through the New Mexico High Intensity Drug Trafficking Area (HIDTA)/New Mexico Investigative Support Center (NMISC).

66. Neither indirect or administrative costs are authorized under this Sub-grant Agreement and will not be reimbursed.

67. All funds awarded under this Sub-grant Agreement must be used in accordance with federal statutes, regulations, and the terms and conditions of the Federal award.

68. The Subgrantee 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 approval of the Bureau and OJP.

69. The Subgrantee agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the Subgrantee is a high-risk grantee.

70. The Subgrantee understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

a. The Subgrantee understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

b. The Subgrantee understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. The Subgrantee understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations).

SECTION NINE: SUBGRANTEE AUDIT REQUIREMENTS

The Subgrantee agrees to comply with the 2 C.F.R. 200 Uniform Guidance Subpart F Audit Requirements.

1. The Bureau will review the most recent Audit report as apart of subgrantee monitoring; and

2. The Bureau may request that a Corrective Action Plan be submitted in response to audit findings and recommendations disclosed in the report which may impact the fiscal and/or programmatic management of
SECTION TEN: AMENDMENTS, MODIFICATIONS, AND SEVERABILITY

1. The Subgrantee agrees to make no change in its Application (attached and incorporated herein as Attachment A of this Sub-Agreement), which includes, but is not limited to, Subgrantee’s goals and objectives and detailed budget, without complying with the Bureau’s amendment procedures provided in this Sub-grant Agreement and upon the receipt of the Bureau’s approval prior to any changes being made.

2. Amendments may be submitted by the Subgrantee to request program changes and/or corrections for any programmatic, administrative, or financial change associated with this Agreement;
   
   a. Upon receipt of the extension request, the Subgrantee and the Bureau shall review the work accomplished to date and determine whether there is a need or sufficient justification to amend this Sub-Grant Agreement to provide additional time for completion of the program. The maximum allowable extension for any program shall be twelve (12) months. An extension is contingent upon the Bureau receiving authorization for the extension of the grant award from the BJA.

3. The Bureau, by written notice to the Subgrantee shall have the right to change and/or correct this Agreement, if at any time, in the judgment of the Bureau the provisions of this Agreement require the Bureau to do so; and

4. The Bureau, by written notice, has the right to deny any amendment or budget modification request.

5. If any provision of this Agreement is held to be invalid, illegal, void, or otherwise unenforceable by a court of competent jurisdiction, such provision may be revised by the Parties, insofar as possible, to cure the defect and give maximum effect to their intent in entering into this Agreement. In any event, such invalidity, illegality, or unenforceability shall not affect other provisions hereof, and the remainder of the Agreement shall continue in full force and effect; and

SECTION ELEVEN: SUBGRANTEE REPRESENTATIVE
The grant representatives listed below are the Federal Awarding Agency, State Administering Agency, and Subgrantee representatives’ responsible for overall fiscal and programmatic supervision of the approved program.

FEDERAL AWARDING AGENCY

<table>
<thead>
<tr>
<th>Office of Justice Programs</th>
<th>Andrea Hawkins</th>
</tr>
</thead>
<tbody>
<tr>
<td>807 7th Street NW</td>
<td>State Policy Advisor</td>
</tr>
<tr>
<td>Washington, DC 20531</td>
<td></td>
</tr>
<tr>
<td>Telephone: (202)307-0690</td>
<td>Telephone: (202)514-3904</td>
</tr>
<tr>
<td>Email: <a href="mailto:askOCR@usdoj.gov">askOCR@usdoj.gov</a></td>
<td>Email: <a href="mailto:Andera.hawkings@ojp.usdoj.gov">Andera.hawkings@ojp.usdoj.gov</a></td>
</tr>
</tbody>
</table>

STATE ADMINISTERING AGENCY

<table>
<thead>
<tr>
<th>Department of Public Safety</th>
<th>Samantha Rendon, Management Analyst</th>
</tr>
</thead>
<tbody>
<tr>
<td>4491 Cerrillos Rd.</td>
<td>4491 Cerrillos Rd.</td>
</tr>
<tr>
<td>Santa Fe, New Mexico 87504</td>
<td>Santa Fe, New Mexico 87504</td>
</tr>
<tr>
<td></td>
<td>Telephone: (505)827-3427</td>
</tr>
</tbody>
</table>
SUBGRANTEE REPRESENTATIVES

<table>
<thead>
<tr>
<th>Name</th>
<th>Title/Position</th>
<th>Address</th>
<th>Phone/Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sarah Talley</td>
<td></td>
<td>800 Municipal Drive</td>
<td></td>
</tr>
<tr>
<td>Brooke Quintana</td>
<td>Controller</td>
<td>Farmington, NM 87401</td>
<td>(505) 599-1210</td>
</tr>
<tr>
<td>Garret Morris</td>
<td>Director</td>
<td>PO Box 3500</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Farmington, NM 87499</td>
<td>(505) 566-2222</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Email: bquintana@f rtn.org</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Email: morrisg@sjcs o.com</td>
</tr>
</tbody>
</table>

SECTION TWELVE: AUTHORIZATION OF EXPENDITURES

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States if federal funds are involved, or the State Legislature if State funds involved, for performance of this Agreement. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice being given by the Bureau to the Subgrantee. The Bureau is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the Bureau. The Bureau’s decision as to whether its funds are sufficient for fulfillment of the Agreement shall be final.

SECTION THIRTEEN: WAIVER

The Bureau or Subgrantee’s failure to require strict performance of any provision of this Agreement shall not waive or diminish the right thereafter to demand strict compliance with that or any other provision. No waiver by either party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

SECTION FOURTEEN: THIRD-PARTY BENEFICIARY CLAUSE

No provision of this Agreement creates in the public, or any member thereof, a third-party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to the provision of this Agreement.

SECTION FIFTEEN: LIABILITY AND NEW MEXICO TORT CLAIMS ACT

The Subgrantee is responsible for any liability associated with the actions or omissions of it or its own employees, including violations of rights and privileges guaranteed under the Laws and Constitution of the United States and New Mexico. Any liability incurred in connection with this Sub-grant Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 through 41-4-30, as amended. No provision of this Sub-grant Agreement establishes any waiver of immunity from liability for alleged tortious conduct of any employee of the Bureau or the Subgrantee arising from the performance of this Sub-grant Agreement apart from that set forth in the New Mexico Tort Claims Act.

SECTION SIXTEEN: SEVERABILITY

If any term or condition of this Sub-grant Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

SECTION SEVENTEEN: INSTRUCTIONS AND FORMS

Instructions and Forms necessary to carry out the administration of the grant as outlined in this Agreement can be found at https://www.dps.nm.gov/Subgrantee-forms. Forms are incorporated into and made part of this Agreement upon completion.

SECTION EIGHTEEN: GRANT CLOSEOUT
1. The Subgrantee will close-out the award when it determines that all applicable administrative actions and all required work of the award have been completed. This section specifies the actions the Subgrantee must take to complete this process at the end of the period of performance.

   a. The Subgrantee must submit, no later than 30 calendar days after the end date of the grant period, all financial, performance, and other reports as required by the terms and conditions of the Federal award. DPS may approve extensions when requested by the Subgrantee and will be determined on a case by case basis.
   b. DPS will make prompt payments to the Subgrantee for allowable reimbursable costs under the award being closed out.
   c. The Subgrantee must account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with §§200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property.
   d. GMB will initiate a site visit closeout upon the closing of the grant period to ensure compliance with federal statutes, regulations and the terms and conditions of the federal award.

SECTION NINETEEN: STATUS OF SUBGRANTEE

The Subgrantee and its agents and employees are not, by virtue of this Agreement, agents or employees of the Bureau, or the State of New Mexico. The Subgrantee, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the State of New Mexico as a result of the Agreement.

SECTION TWENTY: ATTACHMENTS AND CERTIFICATIONS

1. Attachments listed below are incorporated into and made part of this Sub-grant Agreement.
   a. Subgrantee’s Application (Attachment A)

2. The below listed certifications need to be completed and returned to the Bureau along with this Agreement. They are incorporated and made part of this Sub-grant Agreement upon execution.
   b. Certification of Compliance with Equal Employment Opportunity Plan ((EEOP) Requirements (Certification 1)
   c. Certified Assurances including Uniform Crime Reporting and Supplanting (Certification 2)
   d. Privacy Certification (Certification 3)
   e. Overtime Certification (Certification 4)
New Mexico Department of Public Safety

2018 Edward Byrne Memorial Justice Assistance Grant

SUBGRANTEE:

By: Brooke Quintana
Signature of Certifying Official

Printed Name: Brooke Quintana

By: Garrett Morris
Program Agency Director

Printed Name: Garrett Morris

DEPARTMENT OF PUBLIC SAFETY:

By: Mark R. Shea
Signature of Cabinet Secretary/Awarding Official

Printed Name: Mark R. Shea

Reviewed as to legal form and sufficiency, Office of Legal Affairs

By: Elizabeth Trickey
General Counsel

Printed Name: Elizabeth Trickey

Date: 6/20/19
Title: Controller
Date: 06/24/19
Title: Region II Director
Date: 6-11-19
State of New Mexico  
Crime Victims Reparation Commission  
STOP Violence Against Women Award Contract  

A Federal Grant number 2018-WF-AX-0051 STOP Violence Against Women grant award to, City of Farmington/Farmington Police Department, hereinafter called the Contractor and/or Recipient, Contractor number # 2020-WF-610 in the amount of, $21,425.00, with a match requirement of $0.00, for the exclusive application of a STOP VAWA grant as set forth in the approved program of the State of New Mexico Grant Application. This award is authorized by the Crime Victims Reparation Commission (NMCVRC) as referenced in the Violence Against Women Act. The Federal CFDA number for this grant is: 16.588. This award may be used for a period from July 1, 2019 to June 30, 2020.

The Contractor shall administer the project for which this award is given in accordance with the applicable rules, regulations, and conditions as set forth in the Federal and State Guidelines. In addition, the attached Special Conditions must be followed.

I. PAYMENT
   Payment is on a reimbursement basis. See Special Conditions.

II. TERMINATION
   This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty days prior to the intended date of termination.

III. RECORDS AND AUDIT
   Detailed expenditure records must be maintained. These records shall be subject to inspection by NMCVRC and its representative(s), and the United States Department of Justice, Office of Justice Programs. NMCVRC shall have the right to audit the expenditures both before and after payment. Payment under this Agreement shall not foreclose the right of NMCVRC to recover excessive and/or illegal payments.

IV. ASSIGNMENT
   The Contractor shall not assign or transfer any interest in the Agreement without prior written approval of NMCVRC.

V. AMENDMENTS
   This agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto.

VI. EQUAL OPPORTUNITY COMPLIANCE
   The Contractor agrees to abide by all Federal and State laws and rules and regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. The Contractor agrees that no person shall, on the basis of actual or perceived race, color, national origin, religion, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied services, or be otherwise subjected to discrimination under any program or activity performed under this agreement. The Contractor agrees to submit an Office for Civil Rights certification of compliance form within 45 days of the beginning date of the grant award.

VII. EFFECTIVE DATE
   This award becomes effective upon date of approval by the NMCVRC Director. No funds will be disbursed until the signed original agreement and an approved budget have been submitted to NMCVRC. Organizations that do not adhere to these responsibilities will be in violation of the terms of this Grant and STOP VAWA Award will be subject to appropriate administrative action, including withholding of funds or possible cancellation of Grant Award.

The Contractor signifies acceptance of this award according to the terms and conditions set forth above and in the attached special conditions.

AUTHORIZED OFFICIAL NAME/TITLE: Nate Duckett, Mayor DATE: __________________________

AUTHORIZED OFFICIAL SIGNATURE: ____________________________________________ DATE: __________________________

NMCVRC DIRECTOR __________________________________________________________ DATE: __________________________

Frank Zubia

Approved: Marron Lee, Chairwoman, New Mexico Crime Victims Reparation Commission
By accepting this award, the Contractor assumes the following administrative and financial responsibilities:

1. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Office on Violence Against Women, for the performance of this Agreement. If the Office on Violence Against Women does not make sufficient appropriations and authorization, this Agreement shall terminate upon written notice being given by NMCVRC to the Contractor.

2. The Contractor agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the Contractor is a high-risk subgrantee. Cf. 28 C.F.R. parts 66, 70.

3. The Primary Project Components (Project Plan) will guide the scope of work.

4. Project staff and consultants must be provided a copy of the project proposal and budget. In addition, the program manager agrees to disseminate project information to the project staff.

5. Restrictions on "lobbying" and policy development

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. 1913. The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 42 U.S.C. 13925(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

6. The Contractor 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 OVW.

7. Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide. The contractor agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The recipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for five years after submission of the final Report or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336. Including, but not limited to tracking time and activity for all STOP VAWA funded and match staff. The reports must reflect an after the fact determination of actual activities of the employee and be inclusive of all activities performed by the employee, not just time spent towards this award.

8. Maintain separate accounts and accounting records for the STOP VAWA funds. Maintaining project-based accounting records does not provide enough detail to track federal funds, therefore, STOP VAWA funds cannot be commingled with any other funding source.

9. The Contractor agrees to supplement and not supplant federal, state or local funds.
10. Payment is reimbursement only. To receive payment, a Cash Reimbursement Packet must be submitted by the Contractor with a corresponding accounting information reporting the previous month's expenditures. For those required to submit match, the Record of Match Expenditures with a corresponding accounting information must also be submitted. The expenditures are to be reported by the categories within the invoice. This documentation must be received no later than the 10th of the month for the previous month's expenditures or the business day prior if the 10th falls on a holiday or weekend. Or, as directed by the Grant Administrator. If documentation is late or inaccurate, reimbursement will be delayed until the following month or until the submitted documentation is corrected and may result in a status of high risk or probationary status. Submission for invoices will only be processed within the https://www.nmcvrcgrants.com online management system.

11. Due to requirements by the NM Department of Finance, all cash reimbursement invoices for grant expenditures made prior to June 30th will be due no later than July 5th. Cash reimbursement invoices received after July 5th for expenditures made prior to July 1st cannot be processed and those expenditures will become the responsibility of the Contractor.

12. The Contractor, upon final payment of the amount due under this Agreement, releases NMCVRC from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

13. The Contractor agrees that all income generated as a direct result of this award shall be deemed program income, as defined by 2 CFR 200.80, means gross income earned by a non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance. Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. All program income must be accounted for and used for the purposes under the conditions applicable for the use of funds under this award, including the effective edition of the OVW Financial Guide as applicable. To add program income to a subaward, subrecipients must seek approval from the recipient prior to generating any program income. Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement.

14. Any out of state travel line items or categories that are not specifically itemized in the approved budget must receive prior approval from NMCVRC before any funds for these items are expended.

15. Approval of this award does not indicate an approval of any consultant rate in excess of $650.00 per day or $81.25 per hour. A detailed justification must be submitted to and approved by the NMCVRC prior to obligation or expenditure of such funds.

16. Maintain and furnish to NMCVRC, the United States Department of Justice, Office of Chief Financial Officer, Office on Violence Against Women upon request, detailed financial accounting and supportive records of expenditures and of matching funds.

17. The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

18. The Contractor agrees that all equipment and/or technology purchased with grant funds will be tagged, tracked in an organized inventory and used solely to address VAWA eligible activities, and for three years following, the end of the grant budget period.

19. OVW funding cannot be used to purchase food and/or beverages for any meeting, conference, training or other event, except if the following applies: the location of the event is not in close proximity to food establishments; if not serving food will significantly lengthen the day or necessitate extending the meeting; if a special presentation at a conference requires a plenary address where there is no other time for food to be attained; or other extenuating circumstances which necessitate the provision of food. If any of these circumstances apply, the Contractor must submit a written request for approval at least thirty (30) days prior to the event.
20. The Contractor agrees to allow NMCVRC, the United States Department of Justice, Office of Chief Financial Officer, Office on Violence Against Women access to the grant-funded project’s documentation, redacted client files and other sources in order to determine that funds are being utilized in accordance with funding/contractual agreements and state and federal guidelines.

21. Provide NMCVRC with an agency audit. The recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the “Part 200 Uniform Requirements”), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website to include any amendments made throughout the course of the grant period.

22. If your agency does not meet these conditions, you must submit a “program-specific audit” (as defined in the solicitation for funding) with a copy of the audit management letter and resolution of all findings.

23. The Contractor understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

24. The Contractor must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates 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.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at https://www.usdoj.gov/oig.

25. The Contractor understands that they must promptly refer to NMCVRC and DOJ Office of the Inspector General 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.

26. Potential or perceived fraud, waste, abuse or misconduct shall be reported to NMCVRC.

27. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period - - may result in the Office on Violence Against Women ("OVW") taking appropriate action with respect to the recipient and the award. Among other things, the OVW may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OVW, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be
held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

28. Contractor shall notify NMCVRC of all staff changes within three business days. Prior to the final selection of personnel to be hired or matched with grant funds, the contractor agrees to provide NMCVRC with the names and resumes of the candidates recommended for hiring for prior approval. Project staff resumes including staff being used as match must be submitted to NMCVRC in order for reimbursement for expenditures to occur. Replacement of any contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. Approval of replacement personnel shall not be unreasonably withheld. NMCVRC shall retain the right to request the removal of any of the Contractor’s personnel at any time.

29. The Contractor agrees to complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Verification Form (I-9). This form is to be used to verify that persons are eligible to work in the United States.

30. The Contractor agrees to comply with state laws and rules applicable to workers’ compensation benefits for its employees. If the Contractor fails to comply with the Workers’ Compensation Act and applicable rules when required to do so, this agreement may be terminated by the Agency.

31. File original quarterly progress reports to be received by NMCVRC no later than ten days after the end of the quarter and file an annual progress report to be received no later than the due date. No faxed reports will be accepted. Late or inaccurate reporting will delay the payment process. Under the Government Performance and Results Act (GPRA), VAWA 2000 and subsequent legislation, recipients and subrecipients (“subgrantees”) are required to collect and maintain data that measure the effectiveness of their grant-funded activities. Accordingly, the recipient agrees to submit annual electronic progress reports on program activities and program effectiveness measures and to require submission of reports by subrecipients. Recipients and subrecipients are required to collect the information that is included on the Measuring Effectiveness Progress Reports for the OVW Program under which this award is funded.

32. The Contractor agrees to submit an annual performance report for each year the grant is active, by the due date.

33. Unless a waiver is granted, the authorized official, financial point of contact, project manager and anyone completing quarterly progress and/or financial reports must attend NMCVRC VOCA/STOP VAWA Grant Reporting training at least once during the grant budget period. This includes external accounting contractors, who must also receive a copy of this contract and all relevant award information.

34. The Contractor agrees that staff responsible for providing services under this contract shall attend the Civil Right Compliance for Subgrantees online seminar or training.

35. Anyone providing direct services to victims shall attend a minimum of one compensation workshop held by NMCVRC during the grant year.

36. Unless a waiver is granted, one member of the project’s staff or a project partner must attend the annual AIA Conference. Scholarship funds to not meet this requirement.

37. Contractor agrees to cooperate and coordinate services with other VOCA/STOP VAWA funded programs and other service providers in your region that serve victims of domestic violence, sexual assault, stalking and/or dating violence.

38. In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons. 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website http://www.lep.gov.

39. Contractors that are working with victims must have an LEP plan and policy/procedures in place and in practice to ensure that LEP persons have meaningful access to services. All staff must be provided a copy of this plan.

40. If applicable, the Contractor agrees to provide data to the New Mexico Interpersonal Violence Data Central Repository.
41. For the purpose of this contract, the definition of domestic violence is limited to the federal definition that can be found at www.ojjдав.usdoj.gov/domviolence.htm.

42. Activities that compromise victim safety and recovery or undermine offender accountability. The recipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted. The Contractor shall protect the confidentiality and privacy of persons receiving services, in accordance with STOP VAWA confidentiality provisions, 42 U.S.C.A. § 13925. The contractor agrees to comply with the provisions of 42 U.S.C. 13925(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to ensure that any subrecipients ("subgrantees") at any tier meet these requirements.

43. If compelled by court order to release personally identifying information or information collected in connection with services requested, utilized or denied through Contractor’s programs, the Contractor shall:

(i) make reasonable attempts to provide notice to victims affected by the disclosure, and document in writing such attempts;

(ii) take steps necessary to protect the privacy and safety of persons affected, and document in writing such necessary steps.

44. The contractor agrees that grant funds will not be used to conduct public awareness or community education campaigns or related activities. Grant funds may be used to support, inform, and outreach to victims about available services.

45. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at https://www.justice.gov/ovw/grantees/Resources

46. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official OJJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences. and costs of attendance at such conferences.

47. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide as posted on the OVW website.

48. Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year.

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at https://www.justice.gov/ovw/grantees, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact NMCVRC for guidance, and may not proceed without the express prior written approval of NMCVRC, who will seek OVW guidance.

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or
statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

In accepting this award, the recipient—represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both— it represents that— it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

49. The Contractor agrees to submit one copy of all reports and proposed publications funded by this agreement not less than thirty (30) days prior to public release, publication, or distribution for review and approval.

50. All materials and publications (written, visual or sound) resulting from award activities shall contain the following statements: "This project was supported by subgrant # 2020-WF-XXX awarded by the NMCVRC for the STOP Formula Grant Program. The opinions, findings, conclusions and recommendations expressed in the publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the NMCVRC or the Department of Justice, Office on Violence Against Women."

51. All materials developed or acquired by the Contractor under this Agreement shall become the property of the Office on Violence Against Women and shall be delivered to NMCVRC no later than the termination date of this Agreement. Anything produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

52. Pursuant to 28 CFR §66.34, the Office on Violence Against Women reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes:

(a) any work that is subject to copyright and was developed under this award, sub-award, contract or subcontract pursuant to this award; and

(b) any work that is subject to copyright for which ownership was purchased by a recipient, sub-recipient or a contractor with support under this award.

In addition, the contractor must obtain advance written approval from the Office on Violence Against Women, and must comply with all conditions specified by Office on Violence Against Women in connection with that approval before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.
State of New Mexico
Crime Victims Reparation Commission
STOP Violence Against Women Award Contract
Federal Grant # 2018-WF-AX-0051
Special Conditions

It is the responsibility of the contractor to ensure that this condition is included in any sub-award, contract or subcontract under this award.


54. An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c). 205(c)(5)).

55. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OVW authority to terminate award)

The recipient, and any subrecipients ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees") or individuals defined (for purposes of Ibis condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW website at https://www.justice.gov/ovw/grantees (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)) and are incorporated by reference here.

56. Organizations must submit an acceptable Equal Employment Opportunity Plan, if required pursuant to 28 CFR 42. This plan must be approved by the DOJ, OJP Office of Civil Rights and submit OCR findings of discrimination see 28 CFR 42.204 (c).205(c)(5).

57. The Contractor agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing “Equal Treatment of Based Organization (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, 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 contractor or sub-contractor 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.

58. The Contractor agrees to comply with the New Mexico Crime Victims Reparation Commission Civil Rights Compliance/Anti-harassment policy and procedures found on the NMCVRC web page and acknowledge receipt of those policies.

59. The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ocr.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs).

60. Pursuant to Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” 74 Fed. Reg. 51225 (October 1, 2009) the Office on Violence Against Women 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.
The Contractor agrees to comply with applicable requirements regarding maintenance of an active and updated System for Awards Management (SAM.gov) and Data Universal Numbering System (DUNS) number. (Or with a successor government wide system officially designated by OMB, OJP and/or NMCVRC.) The details of the SAM.gov and DUNS obligations are posted on http://www.ojp.gov/funding/sam.htm.

The Contractor must be in compliance with specifications outlined in the solicitation under which the approved application was submitted. The program solicitation is hereby incorporated by reference into this award.

The Contractor agrees to inform and assist eligible victims of crime with the New Mexico's Statewide Automated Victim Information and Notification Services (VINE) which accesses information about particular offenders, or a particular State and/or County inmate’s release, transfer, or escape from participating agencies over the phone, through the internet, or by email. When applicable, the Contractor agrees to inform and assist eligible victims of crime with the New Mexico SAVIN (State Automated Victim Information Notification) System, a free service that provides information to crime victims and any interested members of the public with case status and hearing notifications on criminal court cases in the State of New Mexico.

The Contractor agrees to inform all potentially eligible victims with crime victims’ compensation assist all eligible victims in filling out the application and assist in submission of the applications to NMCVRC. In addition, the contractor agrees to assist NMCVRC staff regarding compensation inquiries.

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.

Compliance with OJJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things. 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipients ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based organizations.

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR and CVRC.

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.
State of New Mexico  
Crime Victims Reparation Commission  
STOP Violence Against Women Award Contract  
Federal Grant # 2018-WF-AX-0051  
Special Conditions

71. The Violence Against Women Reauthorization Act of 2013 added a new civil rights provision that applies to all OVW grants issued in FY2014 or after. This provision prohibits OVW grantees from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The contractor acknowledges that it will comply with this provision. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at http://ojp.gov/about/ocr/vawafaqs.htm.

72. The contractor understands and agrees that grant funds may be frozen if the recipient does not respond in a timely fashion to requests to address site visit, audit findings and financial or programmatic monitoring findings.

73. Grant funds may be used only for the purposes in the contractor’s approved application. The contractor shall not undertake any work or activities that are not described in the grant application, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from NMCVRC.

74. Contractors must permanently post grievance policies and procedures in a conspicuous place within the agency, and on your agency website; this posting must include the names and contact information for NMCVRC as an agency funder.

75. The contractor shall adhere to all individual special conditions placed on the agency during the duration of this award to ensure proper compliance with all fiscal and programmatic guidelines, and they shall be incorporated within this contract.

Organizations that do not adhere to these Special Conditions will be in violation of the terms of this Grant, and the STOP VAWA Award will be subject to appropriate administrative action, including withholding of funds or possible cancellation of the Grant Award.

All guidelines as described in the STOP VAWA Program Guidelines must be followed. The above may be waived with written approval. The above Special Conditions become part of the Grant Award and are accepted by the contractor.

Sarah Talley  
Financial Point of Contract Printed Name  
E-mail Address  
stailey@fmtn.org

Staff Accountant  
Financial Point of Contract Title

Sarah Talley  
Financial Point of Contract Signature

Nate Duckett  
Authorized Official Printed Name  
E-mail Address  
nduckett@fmtn.org

Authorized Official Signature

Mayor

Authorized Official Printed Title

DATE: 2/2/19

Authorized Official Signature

Subgrantee #2020-WF-610

- 3.9 -
* Adoption of the Planning and Zoning Commission Action as contained within the Community Development Action Summary and approval of Petition ABD 19-51, a request from property owners on Hillcrest Place, represented by Ricky Wenzel, for the abandonment of City property beginning at the residential property line and ending 5 feet behind the back of the curb of a cul-de-sac on Hillcrest Place in the Country Club Manor Replat E Subdivision, in the SF-10, Single-family Residential District.

(Francisco Alvarado)

Recommendation of approval by the Planning and Zoning Commission on June 27, 2019 which passed by a vote of 6-0.
ACTION SUMMARY
Petition ABD 19-51 – Abandonment of City right-of-way, beginning at residential property lines and ending 5 feet behind the back of curb of a cul-de-sac on Hillcrest Place

A. PROJECT INFORMATION

<table>
<thead>
<tr>
<th>Applicant</th>
<th>Ricky Wenzel, Rebecca Kysar, Calvin Mathews, Danée Vick</th>
</tr>
</thead>
<tbody>
<tr>
<td>Representative</td>
<td>Ricky Wenzel</td>
</tr>
<tr>
<td>Date of Application</td>
<td>May 30, 2019</td>
</tr>
<tr>
<td>Requested Action</td>
<td>Abandonment of City property, beginning at residential property lines and ending 5 feet behind the back of curb of a cul-de-sac on Hillcrest Place, in the Country Club Manor Replat E Subdivision.</td>
</tr>
<tr>
<td>Location</td>
<td>Cul-de-sac on Hillcrest place and surrounding properties (R0021274, R0037036, R0027991, R0027320, R0038781).</td>
</tr>
<tr>
<td>Existing Land Use</td>
<td>Residence</td>
</tr>
<tr>
<td>Existing Zoning</td>
<td>SF-10, Single-family Residential District</td>
</tr>
<tr>
<td>Surrounding Zoning &amp; Land Use</td>
<td></td>
</tr>
<tr>
<td>North</td>
<td>SF-10, Single-family District / Residential.</td>
</tr>
<tr>
<td>South</td>
<td>SF-10, Single-family District / Residential.</td>
</tr>
<tr>
<td>East</td>
<td>SF-10, Single-family District / Residential.</td>
</tr>
<tr>
<td>West</td>
<td>SF-10, Single-family District / Residential.</td>
</tr>
<tr>
<td>Notice</td>
<td>Notice for public hearings of the Planning and Zoning Commission is required on the agenda. A sign was posted on Friday, June 14, 2019.</td>
</tr>
<tr>
<td>Staff Planner</td>
<td>Francisco Alvarado, Associate Planner</td>
</tr>
</tbody>
</table>

STAFF ANALYSIS

Project Description

The petitioners and property owners on Hillcrest Place, represented by Ricky Wenzel, are requesting an abandonment of City right-of-way, beginning at residential property lines and ending 5 feet behind the back of curb of the cul-de-sac on Hillcrest Place, in the Country Club Manor Replat E Subdivision, in the SF-10, Single-family Residential District.

Ricky Wenzel, one of the petitioners, and representative, whose property is located at 6403 Hillcrest Place on the cul-de-sac (R0021274), was initially granted a variance
(ARB 18-28) to reduce the front yard setback from 30 feet to 20 feet, to allow for a detached 30' x 50' (1,500 ft²) two-car garage/shop on the property. Subsequently, a second variance (ARB 19-25) was approved for an additional curb cut of 26 feet providing access from the cul-de-sac to the garage.

**Figure 1. Aerial of Dedicated Right-of-way**

The Summary Plat for Country Club Manor Subdivision (Figure 2) shows that a 200-foot diameter cul-de-sac on Hillcrest Place was dedicated to the City in 1958. A proposed center island was never built, and the cul-de-sac was paved 80 feet, without sidewalks. The area between the back of curb and residential property lines remains as unimproved City right-of-way.
Following the 20-foot setback variance approval (ARB 18-28), the applicant considered his property line to be 5 feet behind the back of curb, and thought to build the garage 25 feet from the back of curb (Figure 3). This resulted in an encroachment of 5.5 feet onto dedicated City property, according to a licensed surveyor (p. 14). The garage overlaps into the cul-de-sac by approximately 151 sq. ft.

The map provided by Water and Wastewater (p. 15) shows a City water meter on the right-of-way behind the back of curb, covered by bushes between lots R0021274 and R0037036 on Hillcrest Place. Representatives from every other utility entity stated that there are no other utilities in the right-of-way (see Comments Summary).
Proposal

The petitioner and representative is requesting an abandonment of City property, beginning at residential property lines and ending 5 feet behind the back of curb of a cul-de-sac on Hillcrest Place.
Pursuant to UDC 8.8.7A Abandonment/vacation plat application process, "an abandonment/vacation plat shall be required where a resubdivision or replat vacates or relocates any street, alley, or other public right-of-way". Pursuant to UDC 8.8.7C, City Council shall review and have final action on the abandonment/vacation plat. **1

Pursuant to UDC 8.1.3C Minimum submission requirement, the director shall have the authority to request any pertinent information required to ensure compliance with this UDC. Likewise, the director may waive any substantial requirements deemed irrelevant in a given application. For this application, it was determined that a letter from a licensed surveyor, verifying the garage encroachment and front lot corners at 6403 Hillcrest Place, was sufficient. A [summary] plat will be required if the abandonment is approved.

Pursuant to UDC 6.4.7F Subdivision Design Standards/Streets and alleys, cul-de-sacs shall have a minimum right-of-way diameter of 90 feet, and a minimum outside edge-of-pavement radius of 40 feet exclusive of curbs. The current paved radius in the cul-de-sac is in compliance with the UDC, with a diameter of approximately 80 feet. The proposed abandonment would leave space for a 5-foot wide sidewalk around the cul-de-sac. The added pedestrian right-of-way would increase the diameter by 10 feet and bring the cul-de-sac into compliance with the UDC. [Future curb cut and gutter, as required, would be installed within the 90' diameter area].

On May 3, 2018, the Administrative Review Board approved Petition ARB 18-28, allowing for a variance to reduce the required front yard setback from 30 feet to 20 feet to allow for a 30' x 40' detached garage/workshop. The garage currently encroaches 5.5 feet onto City property. The abandonment would allow for the petitioner to meet the 20-foot front yard setback permitted by the approved variance. According to the Chief Building Official, the abandonment would also bring two of the other Hillcrest Place houses into compliance with their front yard setback (30' for the SF-10 District).

Table 1. UDC 2.8.1 – Required Setbacks

<table>
<thead>
<tr>
<th>Standard</th>
<th>SF-10</th>
<th>Garage encroachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front</td>
<td>30'</td>
<td>5.5'</td>
</tr>
<tr>
<td></td>
<td>(20' allowed by variance for 6403 Hillcrest Pl)</td>
<td></td>
</tr>
</tbody>
</table>

It should be noted that the proposed abandonment is subject to the condition of maintaining a 10-foot utility easement behind the right-of-way and around the cul-de-sac

---

1 *The plat will be subject to all standard City site improvement requirements, such as curb, gutter, and sidewalk and curb cut widths.
with connecting adjacent easements. There is currently an electric utility easement between lots R0027991 and R0027320 that would need connection to the 10-foot utility easement (Figure 2). Farmington Electric Utility Service has stated that it will not abandon the easement that was dedicated in the Country Club Manor Subdivision Plat.

Consistency with the Comprehensive Plan

The proposed abandonment, subject to the aforementioned condition, supports the following core goals and objectives in the Comprehensive Plan:

Transportation

Goal: Facilitate, provide, and maintain an integrated, multi-modal transportation system to accommodate the movement of all people and goods while maintaining a realistic balance of safety, convenience and efficiency.

Objective 6.6: Provide a safe and continuous system of sidewalks and pedestrian walkways.

Action 6.6.2: Revise... the Subdivision Regulations in the Unified Development Code to ensure better pedestrian access near... residential areas.

Housing

Goal: Promote quality, affordable, and safe housing that meets the needs of the community and assure implementation of sound standards for orderly development and growth.

Action 7.3.1: Actively pursue compliance with City codes and ordinances...

Public Utilities, Facilities, and Services

Goal: Provide and maintain public utilities, municipal services, and community facilities that encourage orderly growth, enhance quality of life for Farmington's citizens, and promote Farmington as a desirable community.

ANALYSIS

Abandonment/vacation Plat Criteria – UDC Section 8.8.7D.
In determining whether to approve, approve with modifications, or deny the proposed abandonment/vacation plat, the City shall consider the following criteria:

---

2 Farmington Comprehensive Plan (2002). Chapter 6 Transportation, pp. 6-12, 6-14.
3 Farmington Comprehensive Plan (2002). Chapter 7 Housing, pp. 7-11, 7-12.
1. **Consistency with the comprehensive plan:**
   The Comprehensive Plan does not specifically address abandonment of City property. However, the Plan identifies the need to make streets more user-friendly, with a safe and continuous system of sidewalks. Currently, there are no pedestrian facilities on Hillcrest Place, and the proposed abandonment would begin 5 feet behind the back of curb in order to leave enough space for a future [required] sidewalk around the cul-de-sac.

   The Comprehensive Plan also encourages the City to pursue compliance with the Unified Development Code. The abandonment would bring the subject property into compliance with the required front yard setback allowed by the approved variance. Moreover, with this abandonment, the City is requesting a 10-foot utility easement behind the right-of-way, around the cul-de-sac, with connecting adjacent easements. This condition is in alignment with the Comprehensive Plan’s goal to ensure the provision and maintenance of public utilities.

2. **Transportation and circulation needs of nearby property, the neighborhood and the city:**
   [In consideration of previous conditions,] the petitioner, and representative, was granted a variance to allow for an additional curb cut of 26 feet for a two-car garage for property located at 6403 Hillcrest Place. It was found that the addition of the curb cut to the property aligned with the traffic movement versus land access principle of the Comprehensive Plan’s Major Thoroughfare Plan. According to this movement function, the cul-de-sac provides unlimited opportunities for property access, and is not intended to move or have large traffic flow. Only trips having an origin or destination at a lot on the cul-de-sac would be made on such a street. The abandonment would not be detrimental to transportation and circulation needs of nearby property, the neighborhood and/or the city.

   Moreover, owners of every property on Hillcrest Place have signed and joined the petition to abandon City property around the cul-de-sac.

3. **Right-of-way needs relative to sewer, water, and stormwater facilities.**
   City Engineering verified that there are no stormwater utilities on Hillcrest Place. Water and Wastewater has identified a water meter on the proposed abandonment, between lots R0021274 and R0037036. In order for the utility entity to access the water device, the City has concluded that maintaining a 10-foot utility easement on vacated property would be appropriate. Also, connection to the adjacent electric utility easement would be included, which Farmington Electric Utility Service does not plan to vacate.
STAFF CONCLUSION

The Community Development Department concludes approval of ABD 19-51 is appropriate. The proposed abandonment would bring the cul-de-sac into compliance with subdivision [cul-de-sac diameter] standards. The garage on property located at 6403 Hillcrest place would meet the setback allowed by the approved variance. The remaining 5 feet behind the back of curb would allow for future installation of [curb, gutter and] sidewalks, [curb, and gutter] as recommended by the Comprehensive Plan, and the proposed 10-foot utility easement would facilitate legal access for utility entities onto vacated property.

STAFF RECOMMENDATION

The Community Development Department recommends approval of Petition ABD 19-51, a request from Ricky Wenzel, Rebecca Kysar, Calvin Mathews, Danée Vick, represented by Ricky Wenzel, to abandon City property, beginning at residential property lines and ending 5 feet behind the back of curb of the existing paved cul-de-sac on Hillcrest Place, in the Country Club Manor Replat E Subdivision, and in the SF-10, Single-family Residential District., and subject to the following conditions:

- Maintain 10-foot utility easement behind the right-of-way and around the cul-de-sac with connecting adjacent easements.

- An abandonment/vacation plat shall be required where a resubdivision or replat vacates a public right-of-way (UDC 8.8.7.A). [Subject to UDC plat conditions of approval].

- An approved abandonment will expire automatically unless an abandonment/vacation plat is recorded in the office of the San Juan County Clerk within one (1) year from the date of approval by city council (UDC 8.8.7.F).

B. FINDINGS OF THE PLANNING AND ZONING COMMISSION

On June 27, 2019, the Planning and Zoning commission held a public meeting for ABD 19-51 and made the following findings:

1. The petitioners are Ricky Wenzel, Rebecca Kysar, Calvin Mathews, Danée Vick, represented by Ricky Wenzel. They are requesting an abandonment of City right-of-way, beginning at residential property lines and ending 5 feet behind the back of curb of a cul-de-sac.

2. The subject properties are on the cul-de-sac on Hillcrest Place in the Country Club Manor Replat E Subdivision, in the SF-10, Single-family Residential District.
3. A 200-foot diameter cul-de-sac on Hillcrest Place was dedicated to the City in 1958. A proposed center island was never built, and the cul-de-sac was paved 80 feet, without sidewalks. The area between the back of curb and residential property lines remains as unimproved City right-of-way.

4. The petitioner obtained a variance (ARB 18-28) to reduce the required front yard setback at 6403 Hillcrest PI from 30 feet to 20 feet to allow for a 30’ x 50’ detached garage/workshop. Following the variance, the applicant considered his property line to be 5 feet behind the back of curb, and thought to build the garage 25 feet from the back of curb. This resulted in an encroachment of 5.5 feet onto dedicated City property. The garage overlaps into the cul-de-sac by approximately 151 sq. ft.

5. Pursuant to UDC 8.8.7A, an abandonment/vacation plat shall be required where a resubdivision or replat vacates or relocates any street, alley, or other public right-of-way.

6. Pursuant to UDC 6.4.7F, cul-de-sacs shall have a minimum right-of-way diameter of 90 feet, and a minimum outside edge-of-pavement radius of 40 feet exclusive of curbs.

7. Every utility entity reviewed the petition and had no conflict with the abandonment subject to the conditions recommended by staff.

8. The petitioner, also representative, was present at the hearing and spoke in favor of the petition.

9. The Planning and Zoning Comission found that the abandonment would allow for the petitioner to meet the 20-foot front yard setback permitted by the approved variance. The abandonment would bring two of the other Hillcrest Place houses into compliance with their front yard setback, and the cul-de-sac would meet the required 90-foot right-of-way diameter per the Unified Development Code.

10. The Planning and Zoning Commission found that the abandonment of City right-of-way meets the intent of the Comprehensive Plan, would not be detrimental to transportation and circulation needs of nearby property, the neighborhood and/or the city, and that right-of-way needs relative to sewer, water, and stormwater facilities would be addressed with staff conditions.

11. The Planning and Zoning Comission found that the conditions of approval as recommended by staff are appropriate.
CONSIDERATION & RECOMMENDATION
ABD 19-51
Abandonment of City right-of-way from residential property lines to five feet from curb at the cul-de-sac on Hillcrest Place

Planning & Zoning Commission Discussion of Petition ABD 19-51 on June 27, 2019

Associate Planner Francisco Alvarado presented the staff report for ABD 19-51, a request from the property owners on Hillcrest Place, represented by Ricky Wenzel, for the abandonment of City property. The abandonment will begin at the residential property lines and end 5 feet behind the curb of a cul-de-sac on Hillcrest Place in the Country Club Manor Replat E Subdivision in the SF-10, Single Family Residential District.

Ricky Wenzel, one of the petitioners, and representative, whose property is located at 6403 Hillcrest Place on the cul-de-sac, was initially granted a variance in 2018 to reduce the front yard setback from 30 feet to 20 feet, to allow for a detached 30’ x 50’ two-car garage/shop on the property. A second variance was approved for an additional curb cut of 26 feet providing access from the cul-de-sac to the garage.

The Summary Plat for Country Club Manor Subdivision shows that a 200-foot diameter cul-de-sac on Hillcrest Place was dedicated to the City in 1958. A proposed center island was never built, and the cul-de-sac was paved 80 feet, without sidewalks. The area between the back of curb and residential property lines remains as unimproved City right-of-way.

Following the 20-foot setback variance approval in 2018, the applicant considered his property line to be 5 feet behind the back of curb, and thought to build the garage 25 feet from the back of curb. This resulted in an encroachment of 5.5 feet onto dedicated City property, according to a licensed surveyor. The garage overlaps into the cul-de-sac by approximately 151 sq. ft.

The petitioner and representative is requesting an abandonment of City property, beginning at residential property lines and ending 5 feet behind the back of curb of a cul-de-sac on Hillcrest Place.

Pursuant to UDC 6.4.7F states that cul-de-sacs shall have a minimum right-of-way diameter of 90 feet, and a minimum outside edge-of-pavement radius of 40 feet exclusive of curbs. The current paved radius in the cul-de-sac complies with the UDC, with a diameter of approximately 80 feet. The proposed abandonment would leave space for a 5-foot wide future sidewalk around the cul-de-sac. The added pedestrian right-of-way would increase the diameter by 10 feet and bring the cul-de-sac into compliance with the UDC requirement of 90 feet.

Currently, three properties in the cul-de-sac do not meet the required setbacks. The abandonment would bring those properties into compliance with the UDC code.
abandonment would allow the petitioner to meet the 20-foot front yard setback permitted by the approved variance.

Commissioner Brown asked about the original use of the right-of-way. Mr. Alvarado said the right-of-way was originally intended to help with traffic and was to include a center island and sidewalks that were never built.

Commissioner Sewell asked about the 90-foot minimum and the 80 foot paved minimum. Mr. Alvarado said the 5-foot sidewalk on either side would amount to the 90 feet. It was noted that there were not any variances found for this development.

Ricky Wenzel, 6403 Hillcrest Place, said he had obtained the variance to be 20 feet from the property line and assumed it was 5 foot from the curb. Mr. Wenzel said when he bought his property he was given a survey. Later he realized the fine print said it was not a boundary survey. It was not until after he had built his garage that he found out it was just behind City property.

Commissioner Langenfeld asked Mr. Wenzel if he had read the conditions recommended with the approval of this petition. Mr. Wenzel said he did not have any problems with the conditions.

**Planning & Zoning Commission Action of Petition ABD 19-51 on June 27, 2019**

A motion was made by Commissioner Langenfeld and seconded by Commissioner Ragsdale to **approve** Petition ABD 19-51, a request from the property owners on Hillcrest Place, represented by Ricky Wenzel, for the abandonment of City property. The abandonment will begin at the residential property lines and end 5 feet behind the curb of a cul-de-sac on Hillcrest Place in the Country Club Manor Replat E Subdivision in the SF-10, Single Family Residential District with the following conditions:

- Maintain 10-foot utility easement behind the right-of-way and around the cul-de-sac with connecting adjacent easements.
- An abandonment/vacation plat shall be required where a resubdivision or replat vacates a public right-of-way (UDC 8.8.7.A). [Subject to UDC plat conditions of approval].
- An approved abandonment will expire automatically unless an abandonment/vacation plat is recorded in the office of the San Juan County Clerk within one (1) year from the date of approval by city council (UDC 8.8.7.F).

**AYE:** Chair Cardon, Commissioners Brown, Langenfeld, Lockmiller, Ragsdale, and Sewell,

**NAY:** None

**Abstained:** None

**Absent:** Commissioners Davis, Freeman, Mangum, Smouse, and Waldroup.

**Motion passed 6-0**
Encroaching Garage at 6403 Hillcrest Place
# PLANNING MEMO COMMENTS SUMMARY

**ABD 19-51 HILLCREST PLACE ROW**

**Deadline: 6/12/2019**

<table>
<thead>
<tr>
<th>City of Farmington Departments</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CD</strong></td>
<td>Director</td>
</tr>
<tr>
<td><strong>CD</strong></td>
<td>Addressing – Planning Division</td>
</tr>
<tr>
<td><strong>CD</strong></td>
<td>Chief Building Official – D. Childers</td>
</tr>
<tr>
<td>This abandonment will bring two of the other houses into compliance with their front yard setback.</td>
<td></td>
</tr>
<tr>
<td><strong>CD</strong></td>
<td>Long Range Planner</td>
</tr>
<tr>
<td><strong>CD</strong></td>
<td>MPO</td>
</tr>
<tr>
<td><strong>CD</strong></td>
<td>Oil &amp; Gas Inspector – L. Simms</td>
</tr>
<tr>
<td><strong>CITY</strong></td>
<td>City Manager’s Office – J. Baird</td>
</tr>
<tr>
<td><strong>ELEC</strong></td>
<td>Customer Care Manager – L. Richardson</td>
</tr>
<tr>
<td><strong>ELEC</strong></td>
<td>Electrical Engineering – L Aligarbes</td>
</tr>
<tr>
<td>1. To keep the 10’ wide utility easement behind the sidewalk R/W and around the cul-de-sac.</td>
<td></td>
</tr>
<tr>
<td>2. Farmington Electric Utility Service will not abandon Electric Utility easement that was dedicated in the subdivision plat.</td>
<td></td>
</tr>
<tr>
<td><strong>ELEC</strong></td>
<td>T &amp; D – R. Romero</td>
</tr>
<tr>
<td><strong>FIRE</strong></td>
<td>Fire Captain – K. Rix</td>
</tr>
<tr>
<td><strong>FIRE</strong></td>
<td>Fire Marshall – B. Vega</td>
</tr>
<tr>
<td>No comment</td>
<td></td>
</tr>
<tr>
<td><strong>LEGAL</strong></td>
<td>City Attorney – J. Breakell</td>
</tr>
<tr>
<td><strong>LEGAL</strong></td>
<td>Deputy City Attorney – E. Wayne</td>
</tr>
<tr>
<td>No comment</td>
<td></td>
</tr>
<tr>
<td><strong>POLICE</strong></td>
<td>Code Compliance – M. Romero</td>
</tr>
<tr>
<td>No comment</td>
<td></td>
</tr>
<tr>
<td><strong>POLICE</strong></td>
<td>Sergeant – P. Flores</td>
</tr>
<tr>
<td><strong>PRCA</strong></td>
<td>S. Reeves/ R. Crosby</td>
</tr>
<tr>
<td><strong>PRCA</strong></td>
<td>ORII – C. Styron</td>
</tr>
<tr>
<td><strong>PW</strong></td>
<td>City Engineer – N. Westerling</td>
</tr>
<tr>
<td><strong>PW</strong></td>
<td>Engineering – T. Sitta</td>
</tr>
<tr>
<td>An abandonment plat does need to be submitted for official abandonment of ROW.</td>
<td></td>
</tr>
<tr>
<td>There are no storm drain utilities on Hillcrest Pl. Storm water on Hillcrest Pl sheet flows along the surface only, towards Country Club drive, where storm utilities are located.</td>
<td></td>
</tr>
<tr>
<td>Per the UDC 6.4.7.F Cui-de-sacs, the minimum ROW diameter is 90 feet, with a minimum outside edge-of-pavement radius of 40 feet exclusive of curbs. The minimum standards for cul-de-sacs will still be met with the proposed abandonment.</td>
<td></td>
</tr>
<tr>
<td><strong>PW</strong></td>
<td>Streets Superintendent</td>
</tr>
<tr>
<td><strong>PW</strong></td>
<td>Traffic Engineer – I. BlueEyes</td>
</tr>
<tr>
<td><strong>PW</strong></td>
<td>Water/Waste Water – M. Tso</td>
</tr>
<tr>
<td>No comment</td>
<td></td>
</tr>
</tbody>
</table>

**Other Entities**

| New Mexico Gas Company – R. Castillo | No comment |
| CenturyLink – D. Willato | No comment |
| Enterprise Field Services | No comment |
| Comcast Cable – M. Johnson | No comment |
| CH2M/HILL OMI | |
| Surface Land Negotiator for BP – M. Venzara | |
| Farmington School District – C. Lyons | |
### PETITION APPLICATION

Incomplete applications will not be accepted.

[Planning Division
Community Development Department
City of Farmington
800 Municipal Drive
Farmington, NM 87401
(505) 599-1317]

Project File No. 505-19-51

**PROJECT TYPE (Check Those Applicable)**
- [ ] Annexation and/or Zoning
- [ ] Preliminary Plat
- [X] Summary Plat
- [X] Special Use Permit
- [ ] Variance (ARB)
- [ ] Zone Change to _____
- [ ] Temporary Use Permit
- [ ] Proposed Length of Use:
- [X] Well site equipment modification

**INFORMATION**

**Applicant’s Name:** Ricky Wenzel

**Address:** 6403 Hillcrest Pl

**E-Mail:** r.wavvece@hotmai1.com

**Telephone:** 505-860-0560

**Relationship to Property Owner:**

**Project Location:** Hillcrest Pl. Cul-de-Sac

**Existing Use:** R.O.W./STREET

**Proposed Use:** ANNEXATION PORTION OF CUL-DE-SAC

**Current Zoning:** SF-10

**Assessor’s Parcel ID. and/or Tax I.D. Number:** 200212794

**Legal Description of Subject Property:**

Is Property subject to deed restrictions, covenants, or homeowners’ association agreements? [ ] Yes [ ] No

**REPRESENTATIVE / CONTACT PERSON (if other than applicant)**

**Name:**

**Phone:**

**Address:**

**MORTGAGE HOLDERS (if any)**

**Name:**

**Phone:**

**Address:**

**BACK**

**OWNER CERTIFICATION**

I certify that I am the owner and the information and exhibits herewith are true and correct, to the best of my knowledge, in filling this application. I am acting with the knowledge and consent of all persons in interest, and understand that without the consent of all persons in interest the requested action cannot lawfully be accomplished. I give my permission for authorized officials of the City of Farmington or Planning and Zoning Commission to enter the premises described in this application. I understand applications will generally be reviewed by City Council at their first regular session following the P&Z review.

**Property Owner:** Ricky Wenzel

**Owner’s Signature:**

**Address:** 6403 Hillcrest Pl

**Phone / Email:** 505-860-0560 r.wavvece@hotmai1.com

**STAFF USE ONLY**

- [ ] Blueline Copies of Plans
- [ ] Ownership Report (subject and surrounding properties)
- [ ] Legal Description
- [ ] Detailed Statement of Proposed Use

**Received By:** [Signature]

**Date:** 6/27/19

**Fee Received:** $650.00

**Project File No.**

**Date of Hearing/Meeting:** 6/27/19 - DFT
I (Ricky Wenzel) am requesting an abandonment of up to 5 feet from the back of the curb due to the fact that the front of the shop building I built (25+ feet back from the back of the curb) was unknowingly built just over my property line onto the city property. Thank you.

Ricky Wenzel

[Signature]
To whom it may concern,

We the property owners on Hillcrest pl. Farmington NM are requesting an abandonment from the city of Farmington of up to 5 feet from the back of the curb. We appreciate your consideration in this matter.
Thank you

6400 Hillcrest pl. [Handwritten Signature]
6401 Hillcrest pl. [Handwritten Signature]
6403 Hillcrest pl. [Handwritten Signature]
6409 Hillcrest pl. [Handwritten Signature]

State of New Mexico
County of San Juan

This record was acknowledged before me on May 28th 2019.

Signature of Notary [Handwritten Signature]
Commission Expires March 19, 2020
Stamp
June 05, 2019

Cindy Lopez
Development Services
City of Farmington
800 Municipal Drive
Farmington, NM 87401

Re: Lot 9E Country Club Manor Subdivision Replat E
6403 Hillicrest Place
Farmington, NM 87402

Dear Ms. Lopez

On May 20th 2019 I surveyed the above referenced property for Rick Wenzel. We found the front lot corners around the cul-de-sac, the center point of the cul-de-sac and the Northwest corner of Lot 9E, they appear to be the original corners set by Robert B. Stannard Jr. N.M. P. S. No. 11598, the surveyor who platted Replat E in 1993. I discovered a 5.5 foot ± building overlap into the cul-de-sac of approximately 151 sq. ft. The found corners appear to fit the surrounding property and no other issues were noted at the time of the survey.

Sincerely,

CHENEY ▲ WALTERS ▲ ECHOLS, INC.

Daryl D. Northup
N.M.P.S. No. 10474
Water Meter at Proposed Abandonment
RESOLUTION NO. 2019-1719

RESOLUTION IN RECOGNITION OF HERSHEL “WOODY” WILLIAMS AND
GOLD STAR FAMILIES OF SAN JUAN COUNTY

WHEREAS, Hershel “Woody” Williams enlisted in the United States
Marine Corps and served in the Battle of Iwo Jima with the 21st Marines,
3rd Marine Division. During the battle, Mr. Williams displayed “valiant
devotion to duty” and service as he enabled his company to reach its
objective. Mr. Williams’s actions, commitment to his fellow service
members, and heroism were recognized on October 5, 1945, when he received
the Congressional Medal of Honor from President Truman. Mr. Williams is
the sole surviving Marine from World War II, and the last living
recipient from the Battle of Iwo Jima, to wear the Medal of Honor; and

WHEREAS, as World War II began, Mr. Williams came into direct
contact with families in his own community when he delivered Western
Union telegrams informing the Gold Star families of the death of their
loved one. Based on these experiences and others, and his deep personal
commitment to veterans and their families led him to help create the
Hershel “Woody” Williams Medal of Honor Foundation in 2012; and

WHEREAS, the activities of this foundation allow Mr. Williams to
continue his devotion and commitment to those who have served and the
Gold Star families who have lost loved ones to that service above self.
His foundation is focused on honoring Gold Star Families and their
fallen Heroes by establishing Gold Star Families Memorial Monuments in
communities in all 50 states, offering scholarships to Gold Star
Children, sponsoring outreach programs and events, and educating
communities about Gold Star Families and the sacrifice they have endured; and

WHEREAS, THE City of Farmington, proudly honors the service members
and veterans of our armed forces through public memorials such as All
Veterans Park and Vietnam Veterans Park, and sees these as a way to
educate our community about the lives of those who heeded the call to
serve their country, the wars in which they fought, and to bring a place
of solace and reflection for their families and friends. As such, the
efforts of Mr. Williams, and our local Gold Star Foundation Committee, to
build the state’s first Gold Star Monument here in Farmington are greatly
appreciated and the city is proud to collaborate with them to bring
recognition, education, and memoriam for families and friends of loved
ones lost in battle; and

NOW THEREFORE, BE IT RESOLVED that Farmington City Council, offers
this resolution recognizing the service of Mr. Herschel “Woody” Williams
for his service to his country and our gold star families and encourages
people of all ages to visit the Gold Star Memorial from time to time to
be reminded that freedom is not free and our way of life has been born by
the bravery and blood of those who gave all for their country.

PASSED, SIGNED, APPROVED AND ADOPTED this 9th day of July, 2019.
RESOLUTION NO. 2019-1720

A RESOLUTION SUPPLEMENTING RESOLUTION NO. 2019-1710 RELATING TO THE NATURAL GAS SUPPLY AGREEMENT BETWEEN THE CITY OF FARMINGTON AND THE NEW MEXICO MUNICIPAL ENERGY ACQUISITION AUTHORITY, AS AMENDED BY A FIRST AMENDMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND AMENDMENT TO THE NATURAL GAS SUPPLY AGREEMENT AND OTHER ACTION NECESSARY OR ADVISABLE TO OBTAIN A GAS DISCOUNT PURSUANT TO THE SUPPLY AGREEMENT, AS AMENDED, INCLUDING THE EXECUTION AND DELIVERY OF CERTIFICATES AND AGREEMENTS RELATING TO THE FOREGOING; RATIFYING, APPROVING, AND CONFIRMING PRIOR ACTION TAKEN RELATED TO THE FOREGOING; AND REPEALING ACTION INCONSISTENT HEREWITH

WHEREAS, the City of Farmington (the "City") is a municipal corporate and politic organized and existing pursuant to the laws of the State of New Mexico (the "State"); and

WHEREAS, the City owns and operates a municipal electric utility system (the "Electric Utility") which comprises a part of the City's joint electric light and power, water and sanitary sewer system that supplies electricity to customers of the Electric Utility within the municipal boundaries of, or in proximity to, the City; and

WHEREAS, the Electric Utility includes generating facilities which utilize natural gas for their operations; and

WHEREAS, the City entered into a "Natural Gas Supply Agreement" for the City Electric Utility, as amended by a First Amendment (as amended, the "Gas Supply Agreement"), with the New Mexico Municipal Energy Acquisition Authority (the "Authority"), a joint powers authority organized pursuant to the Joint Powers Agreements Act, Sections 11-1-1 through 11-1-7 NMSA 1978, for, among other things, the purpose of financing and acquiring long-term energy supplies, for its members, including the City; and

WHEREAS, on April 23, 2019 the City Council adopted Resolution No. 2019-1710, pursuant to which it authorized actions necessary to enable the Authority to issue refunding bonds (the "2019 Refunding Bonds") for the purpose of extending the prepaid natural gas deliveries made to the City pursuant to the Gas Supply Agreement (referred to in Resolution No. 19-05 as the "2019 Refunding Transaction"), including the execution and delivery of closing documents necessary to close the 2019 Refunding Transaction; and

WHEREAS, following adoption of Resolution No. 2019-1710, the Authority determined that the best Available Discount would be achieved by amending the Prepaid Natural Gas Supply Purchase and Sale Agreement with Royal Bank of Canada dated as of October 1, 2009, as amended by First Amendment dated August 1, 2019 (the "Original Prepaid Agreement") to provide for the acquisition of additional gas supplies and the corresponding reduction of the Original Gas Supply; and

WHEREAS, on June 11, 2019 the Authority executed and delivered a bond purchase Agreement with RBC Capital Markets for the sale of the Authority's Gas Supply Revenue Refunding and Acquisition Bonds,
Series 2019 in an original aggregate principal amount of $616,210,000 (the “2019 Bonds”), pursuant to which the Available Discount was determined to be $.297 per MMBtu (the “2019 Discount”), based on the written opinion of The Majors Group, provided to the Authority and the City, that such discount amount was comparable to the highest discount reasonably achievable under the current market conditions, and is in the best interest of the Authority and the City; and

WHEREAS, in order for the City to obtain the 2019 Discount, it is necessary that the City execute and deliver a Second Amendment to the Gas Supply Agreement (the “Second Amendment”) to provide for the acquisition of additional natural gas quantities, a corresponding reduction of natural gas quantities to have been delivered under the original Gas Supply Agreement, and other related adjustments; and

WHEREAS, the City Council desires to authorize the execution, delivery and performance by the City of the Second Amendment and related documentation by the Mayor or Mayor Pro-Tem on behalf of the City.

NOW, THEREFORE, be it resolved by the City Council that:

Section 1. Authorization of Second Amendment to Gas Supply Agreement. The Mayor (or in his absence, the Mayor Pro-Tem) be, and he hereby is, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this resolution, including, without limiting the generality to the foregoing, the execution and delivery of the Second Amendment.

Section 2. Ratification. All prior action of the City and the respective officers, agents or employees of the City on behalf of the City taken in connection with Resolution No. 2019-1710 is hereby ratified, approved and confirmed, except to the extent that such action is inconsistent with the provisions of this Resolution.

Section 3. Severability. If any section paragraph, clause or provision of this resolution shall for any reason be held to be invalid or unenforceable the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 4. Repealer. All resolutions or parts, thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

Section 5. Limited Obligations. All financial obligations incurred hereunder are limited to revenues of the City’s Electric Utility.

Section 6. Effective Date. This Resolution shall be effective immediately.

PASSED, SIGNED, APPROVED AND ADOPTED this 9th day of July, 2019.

Nate Duckett, Mayor
SEAL

ATTEST:

Dianne Smylie, City Clerk
ORDINANCE NO. 2019-

AN ORDINANCE AMENDING SECTION 23-2-7 OF THE FARMINGTON CITY CODE
ESTABLISHING RESIDENTIAL AND COMMERCIAL CHARGES FOR SANITATION
SERVICE

WHEREAS, the City of Farmington has contracted with Waste
Management of New Mexico, Inc., to provide solid waste sanitation
disposal services for the City; and

WHEREAS, said contract became effective September 1, 2016, and
certain rates and fees for sanitation service need to be amended to
comply with the annual required Consumer Price Index (CPI) and fuel rate
adjustment provisions of the Contract; and

WHEREAS, San Juan County has adjusted their landfill fees to the
Consumer Price Index (CPI); and

WHEREAS, Waste Management requires a rate adjustment due to the
decline in the recycling commodity rates; and

WHEREAS, the City of Farmington desires to add Electronic and
Household Hazardous Waste (HHW) services "at the door"; and

WHEREAS, amendments to Section 23-2-7 of the Farmington City Code
will allow the City to fulfill its obligations under the contract.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF
FARMINGTON:

SECTION 1: Sec. 23-2-7(a)(1) of the Farmington City Code (Individual
residential solid waste and curbside recycling service – four units or
less) is amended by deleting the figure $12.12 and substituting the
figure $14.66, by deleting the figure $4.70 and substituting the figure
$5.54, by deleting the figure $3.23 and substituting the figure $3.73 and
by deleting the figure $4.18 and substituting the figure $4.96.

SECTION 2: Sec. 23-2-7(b) of the Farmington City Code (Business and home
occupation service rates) is amended by deleting the figure $18.39 and
substituting the figure $19.11 and by deleting the figure $16.55 and
substituting the figure $17.20.

SECTION 3: Sec. 23-2-7(c) of the Farmington City Code (Commercial
container service rates) is amended by deleting the "Container (Bin) Rate
Schedule" and substituting the following "Container (Bin) Rate Schedule":

- 7.0 -
CONTAINER (BIN) RATE SCHEDULE

Container (Bin) Size (Yards) Cu.Yd.  Frequency of Collections Per Week

<table>
<thead>
<tr>
<th>Cu.Yd.</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td>1% or less</td>
<td>51.69</td>
<td>86.46</td>
<td>121.19</td>
<td>155.82</td>
<td>190.56</td>
<td>225.25</td>
<td>260.25</td>
</tr>
<tr>
<td>2</td>
<td>68.75</td>
<td>108.89</td>
<td>149.04</td>
<td>189.16</td>
<td>229.33</td>
<td>269.47</td>
<td>309.60</td>
</tr>
<tr>
<td>3</td>
<td>80.98</td>
<td>139.86</td>
<td>189.89</td>
<td>244.26</td>
<td>298.72</td>
<td>353.20</td>
<td>407.56</td>
</tr>
<tr>
<td>4</td>
<td>97.34</td>
<td>162.62</td>
<td>227.98</td>
<td>293.31</td>
<td>358.62</td>
<td>423.57</td>
<td>489.17</td>
</tr>
<tr>
<td>6</td>
<td>128.63</td>
<td>210.26</td>
<td>297.16</td>
<td>373.62</td>
<td>455.19</td>
<td>536.82</td>
<td>618.48</td>
</tr>
<tr>
<td>8</td>
<td>170.76</td>
<td>260.67</td>
<td>350.44</td>
<td>440.25</td>
<td>530.01</td>
<td>619.85</td>
<td>709.63</td>
</tr>
</tbody>
</table>

SECTION 4: Sec. 23-2-7(d)(1) of the Farmington City Code (Extra Collections) is amended to read as follows:

Extra collections. Extra collection charges requiring more than seven collections per week.

<table>
<thead>
<tr>
<th>Per Collection</th>
<th>Container (bin) size cubic yards</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 52.91</td>
<td>1-1/2 or less</td>
</tr>
<tr>
<td>71.10</td>
<td>2</td>
</tr>
<tr>
<td>84.15</td>
<td>3</td>
</tr>
<tr>
<td>101.60</td>
<td>4</td>
</tr>
<tr>
<td>134.97</td>
<td>6</td>
</tr>
<tr>
<td>179.89</td>
<td>8</td>
</tr>
</tbody>
</table>

SECTION 5: Sec. 23-2-7(d)(2) of the Farmington City Code (Lid Lock service charges) a. "Non-automatic lock" is amended by deleting the figure $3.60 and substituting the figure $3.75; b. "Automatic Locks" is amended by deleting the figure $5.47 and substituting the figure $5.70, and deleting the figure $10.96 and substituting the figure $11.41.

SECTION 6: Sec. 23-2-7(d)(3) of the Farmington City Code (Special access service charge) is amended by deleting the "Collections Per Week" and "Rate" schedule and substituting the following "Collections Per Week" and "Rate" schedule:

<table>
<thead>
<tr>
<th>Collections Per Week</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$13.25</td>
</tr>
<tr>
<td>2</td>
<td>26.46</td>
</tr>
<tr>
<td>3</td>
<td>39.68</td>
</tr>
<tr>
<td>4</td>
<td>52.96</td>
</tr>
<tr>
<td>5</td>
<td>66.14</td>
</tr>
<tr>
<td>6</td>
<td>79.39</td>
</tr>
<tr>
<td>7</td>
<td>92.59</td>
</tr>
</tbody>
</table>
SECTION 7: Sec. 23-2-7(d)(4) of the Farmington City Code (Commercial corrugated cardboard collection service) is amended by deleting the "Frequency of Collections Per Week Monthly Charges" and substituting the following "Frequency of Collections Per Week Monthly Charges" schedule:
(This is a direct bill fee provided for information and includes the 6% franchise fee.)

<table>
<thead>
<tr>
<th>Container Size in Cubic Yards</th>
<th>Frequency of Collections Per Week Monthly Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>$42.71</td>
</tr>
<tr>
<td></td>
<td>$85.38</td>
</tr>
<tr>
<td></td>
<td>$128.11</td>
</tr>
<tr>
<td>3</td>
<td>55.51</td>
</tr>
<tr>
<td></td>
<td>111.02</td>
</tr>
<tr>
<td></td>
<td>166.51</td>
</tr>
<tr>
<td>4</td>
<td>68.31</td>
</tr>
<tr>
<td></td>
<td>136.62</td>
</tr>
<tr>
<td></td>
<td>204.90</td>
</tr>
<tr>
<td>5</td>
<td>93.92</td>
</tr>
<tr>
<td></td>
<td>153.71</td>
</tr>
<tr>
<td></td>
<td>281.74</td>
</tr>
<tr>
<td>8</td>
<td>128.08</td>
</tr>
<tr>
<td></td>
<td>170.80</td>
</tr>
<tr>
<td></td>
<td>302.27</td>
</tr>
</tbody>
</table>

SECTION 8: A new paragraph (5) of Sec. 23-2-7(d) (Commercial polycart recycle service rates) is added as follows:

(5) Commercial polycart recycle service rates. Charges for polycart commercial recycle service shall be as follows per polycart for all businesses that elect to use and pay for this service:

<table>
<thead>
<tr>
<th>Frequency of Collections</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Every other week</td>
<td>$13.90</td>
</tr>
<tr>
<td>Weekly</td>
<td>20.85</td>
</tr>
</tbody>
</table>

SECTION 9: The current paragraph (5) of Sec. 23-2-7(d) is now paragraph (6).

SECTION 10: The above rates will become effective the first cycle billing in August 2019.

SECTION 11: That the remaining provisions of Chapter 23 of the Farmington City Code shall remain unchanged.

PASSED, SIGNED, APPROVED and ADOPTED this 23rd day of July 2019.

Nate Duckett, Mayor

ATTEST:

Dianne Smylie, City Clerk
May 31, 2019

City of Farmington
Attn: Dianne Smylie, Clerk
800 Municipal Drive
Farmington, NM 87401

RE: Lic. No./Appl. No.: Application No. 1124663
Name of Applicant: BCB Ventures, LLC
Doing Business As: Lauter Haus Brewing Co.
Proposed Location: 1806 E. 20th Street, Farmington, NM 87401

Greetings:

The Director of the Alcohol and Gaming Division has reviewed the referenced Application and granted Preliminary Approval. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

While the law states that “within forty-five (45) days after receipt of a Notice from the Alcohol and Gaming Division, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer”, we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement. Should the Local Governing Body be unable to meet one of these requirements, please send a Request for Waiver/Extension by email to the assigned AGD Hearing Officer listed on page 2.

Notice of the Public Hearing required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time, and place of the hearing twice during the 30 days prior to the hearing in a newspaper of general circulation within the territorial limits of the governing body. The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted. The notice shall include:

(A) Name and address of the Applicant/Licensee;
(B) The action proposed to be taken by the Alcohol & Gaming Division;
(C) The location of the licensed premises.

In addition, if the Local Option District has a website, the Notice shall also be published on the website.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. A record shall be made of the hearing.

THE APPLICANT IS SEEKING A SMALL BREWER LIQUOR LICENSE WITH PATIO SERVICE.
Within thirty (30) days after the Public Hearing, the governing body shall notify the Alcohol and Gaming Division of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.

If the Governing Body disapproves the issuance or transfer of the license, it shall notify the Alcohol and Gaming Division within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to the Alcohol and Gaming Division with the Notice of Disapproval (Page 1 of the Application, noting disapproval).

Respectfully,

[Signature]
Desirae D. Griego, Hearing Officer
New Mexico Regulation & Licensing Dept. | Alcohol & Gaming Division
Phone: (505) 476-4552 Fax: (505) 476-4595
Email: Desirae.Griego@state.nm.us

Enclosures:
1. Original Page 1 of the Application (must be signed and returned w notices of publication)
2. Copy of Page 2 of the Application
3. Copy of Zoning Statement
4. Copy of Surveyor’s Certificate
SMALL BREWER LIQUOR LICENSE APPLICATION

$200.00 Application Fee, non-refundable.

Check appropriate boxes:

Application is for: ☐ New License  ☑ Off-Site Location – 1st, 2nd, 3rd Master License No.

Applicant is: ☐ Individual  ☑ Limited Liability Company  ☐ Corporation  ☐ Partnership (General/Limited)

NAME OF APPLICANT (company or individual)  ADDRESS (including city, state, zip)  TELEPHONE NUMBER

BCB Ventures, LLC  1806 E 20th St, Farmington, NM 87401  505-324-2337

with copy to: New Mexico Liquor Licenses, LLC 2539 Wyoming Blvd. NE, Albuquerque, NM 87112

D/B/A Name to be used: Lauter Haus Brewing Co.  Business Phone #: 505-324-2337

Email Address (required): charlietodd77@gmail.com

Physical location where license is to be used: (Include street number / highway number / state road, city and county, state, and zip code)

1806 E. 20th Street, Farmington, NM 87401

San Juan County

Are alcoholic beverages currently being dispensed at the proposed location? ☐ Yes  ☑ No  If Yes, License # / Type:

Mailing Address:  1806 E 20th St., Farmington, NM 87401

Agent/Contact Person: New Mexico Liquor Licenses, LLC c/o Kyle Stoker  Phone#: 505-980-5614  Email: kyla@newmexicoliquorlicense.com

I, (print name) Brandon Beard, as (title) member

being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

You must sign and date before a Notary Public.

X Signature of Applicant:  

Date: 2-14-19

X NOTARY PUBLIC USE ONLY: (State of New Mexico  County of San Juan)

SUBSCRIBED AND SWEAR BEFORE ME THIS day of February, 2019

By: Debi Crosby  Notary Public: Debi Crosby  My Commission Expires: 9/28/19

FOR LOCAL OPTION DISTRICT USE ONLY: Local Governing Body of:

Public Hearing held on ________________, 20___. Check one: ☐ Approved  ☐ Disapproved

Signature and Title of City/County Official:

FOR ALCOHOL AND GAMING DIVISION USE ONLY: ☐ Approved  ☐ Disapproved

Signed by Director:  

Date:  

- 8.2 -
1. The land and building which is proposed to be the licensed premises is: (check one)

☐ Owned by Applicant, copy of deed/document attached  ☑ Leased by Applicant, copy of lease/document attached

☐ Other (provide details):

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s): Lee Avenue, LLC

B. Date and Term of Lease: March 1, 2019 (60) sixty mo. + 3 x 5 year renewals

3. Premises location is Zoned (example C-1, see Zoning Statement):

☑ Zoning Statement attached, which must be obtained from the Local Government, listing the proposed location by address, Type of Zone, state whether alcoholic beverages are allowed at proposed location, and if applicable, whether packaged sales, patio service and/or manufacturing is allowable. If there is no zoning in the proposed location, attach Statement from the local government, indicating there is no zoning.

4. Distance* from nearest Church: (Property line of church to closest point of licensed premises—shortest distance)

Name of Church: Grace Baptist Church  Miles/feet: 311 ft
Address/location of Church: 2200 Sullivan, Farmington, NM 87401
Survey Attached

5. Distance* from nearest School: (Property line of school to closest point of licensed premises—shortest distance)

Name of School Grace Baptist Academy  Miles/feet: 311 ft
Address/location of School: 2200 Sullivan, Farmington, NM 87401
Survey Attached

6. Distance from military installation *(Property line of military installation to closest point of licensed premises—shortest distance.)

Name of Military Installation, circle one: Kirtland Air Force Base (Albuquerque), White Sands Missile Range (Las Cruces), Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis)

Miles: 149 +-

7. Attach Detailed Floor Plan, must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight Bonded Areas. The floor plan should be no larger than 8 1/2 x 11 inches and must be labeled with designated areas highlighted, which will reflect the proposed Licensed Premises.

8. Type of Operation: ☐ Hotel  ☐ Lounge  ☐ Package Grocery  ☐ Restaurant  ☐ Racetrack

☐ Small Brewer  ☐ Craft Distiller  ☐ Winery  ☐ Wholesaler

☐ Other (specify):

*NOTE: If the distance is beyond 300 feet, but less than 400 feet, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.
January 15, 2019

Kyla Rhodes Stoker
NEW MEXICO LIQUOR LICENSES, LLC
2539 Wyoming Blvd. NE
Albuquerque, NM 87112

RE:  Zoning Verification – 1806 East 20th Street (R0024842), Farmington, NM

Dear Ms. Stoker,

The property located at 1806 East 20th Street is zoned as GC, General Commercial. A microbrewery is an allowed use in the GC District.

City of Farmington Municipal Code
(https://library.municode.com/nm/farmington/codes/code_of_ordinances)

Sec. 5-2-1. – Classification

The city may approve all liquor licenses authorized by the state under the New Mexico Liquor Control Act.

(Ord. No. 2011-1249, § 1, 9-13-11)

Please see enclosed zoning map image and the City of Farmington Unified Development Code (UDC) regarding allowable uses and density and dimensional standards found in Article 2 - Use Regulation, Section 2, Table 2.3:
https://library.municode.com/nm/farmington/codes/code_of_ordinances?nodeId=UNDECO

Should you have questions, please contact me at (505) 599-1282 or via e-mail at hlandaverde@fmtn.org.

Sincerely,

Helen Landaverde
Associate Planner

Via e-mail: kyla@newmexicoliqulicense.com
AFFIDAVIT OF PUBLICATION

Ad No.
0001287816

Rosalyn Potter
CITY OF FMTN - LEGAL ADS
800 MUNICIPAL DR
ATTN: ACCOUNTS PAYABLE
FARMINGTON NM 87401

I, being duly sworn say: THE DAILY TIMES, a daily newspaper of general circulation published in English at Farmington, said county and state, and that the hereto attached Legal Notice was published in a regular and entire issue of the said DAILY TIMES, a daily newspaper duly qualified for the purpose within the State of New Mexico for publication and appeared in the internet at The Daily Times web site on the following days(s):

06/06/19, 06/27/19

Legal Clerk

Subscribed and sworn before me this 27th of June 2019.

State of WI, County of Brown
NOTARY PUBLIC

My Commission Expires

NOTICE OF PUBLIC HEARING
BEFORE THE CITY LIQUOR HEARING OFFICER
REGARDING LIQUOR LICENSE
CITY OF FARMINGTON, NEW MEXICO

Notice is hereby given that the City Liquor Hearing Officer will hold a public hearing in the Executive Conference Room at the Municipal Building, 800 Municipal Drive, Farmington, New Mexico at 9:00 a.m. on Tuesday, July 9, 2019 to consider the following request:

Application No. 1124663 for a new Small Brewer License from BCB Ventures, LLC, to do business as Lauter Haus Brewing Co., 1806 E. 20th Street, Farmington, New Mexico.

The Director of the Alcohol and Gaming Division of the New Mexico Regulation and Licensing Department has given this application preliminary approval. Further details regarding this application may be examined at the aforementioned hearing or by contacting F. Chester Miller, III, Esq. (505-327-0428), 907 West Apache Street, Farmington, New Mexico.

Dianne Smylie, City Clerk


RECEIVED

JUL 02 2019
City of Farmington
City Clerk
June 12, 2019

RE: Liquor License Application #1124663

Dianne Smylie  
City Clerk  
City of Farmington  
800 Municipal Drive  
Farmington, NM 87401

City Clerk Smylie,

Upon review of the Liquor License Application # 1124663, for a new Small Brewers License for BCB Ventures, LLC, doing business as Lauter Haus Brewing Co., 1806 East 20th Street, Farmington, New Mexico, a cursory background investigation, subject to the limitations allowed by law, was conducted as to the merits of the application and the associated applicants.

The principal corporate officer(s) listed on the application was found to have no known negative contacts with local police agencies and none were entered into NCIC as being wanted fugitives from other jurisdictions.

A review of the attached traffic crash data reveals a negligible concern for an increase in alcohol related traffic crashes by the granting of this application.

It is the recommendation of the Farmington Police Department that the application be granted.

[Signature]

Captain Taft Tracy
The following charts represent crash incidents and DWI case reports:

**CRASHES**

<table>
<thead>
<tr>
<th>Intersection</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>E 20TH ST / N HUTTON AVE</td>
<td>14</td>
</tr>
<tr>
<td>E 20TH ST / FARMINGTON AVE</td>
<td>12</td>
</tr>
<tr>
<td>E 20TH ST / N SULLIVAN AVE</td>
<td>10</td>
</tr>
<tr>
<td>E 20TH ST / N BUTLER AVE</td>
<td>4</td>
</tr>
<tr>
<td>E 20TH ST / KNUDSEN AVE</td>
<td>4</td>
</tr>
<tr>
<td>E 20TH ST / N FAIRVIEW AVE</td>
<td>3</td>
</tr>
<tr>
<td>E 20TH ST / SANTIAGO AVE</td>
<td>3</td>
</tr>
<tr>
<td>E 20TH ST / SCHOFIELD LN</td>
<td>2</td>
</tr>
<tr>
<td>E 20TH ST / N MESA VERDE AV</td>
<td>2</td>
</tr>
<tr>
<td>E 20TH ST / ZUNI DR</td>
<td>1</td>
</tr>
<tr>
<td>E 20TH ST / SCHOFIELD LN</td>
<td>1</td>
</tr>
<tr>
<td>E 20TH ST / N CARLTON AVE</td>
<td>1</td>
</tr>
<tr>
<td>E 20TH ST / N COCHITI AVE</td>
<td>1</td>
</tr>
<tr>
<td>Accident - No Injuries</td>
<td>58</td>
</tr>
<tr>
<td>Accident - W/Injuries</td>
<td>21</td>
</tr>
</tbody>
</table>

There were a total of seventy-nine (79) reported crashes within this area during this time frame. Fifty-eight (58) reported no injuries and twenty-one (21) reported with injuries.

Crash data collected from calls for service.

There were a total of fifteen (15) DWI case reports submitted that occurred within this area during this time frame. Five (5) of these were involved in a crash.

There were no reported fatalities in this area during this time frame.

**DWI's**

<table>
<thead>
<tr>
<th>Intersection</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>E 20TH ST / N SULLIVAN AVE</td>
<td>3</td>
</tr>
<tr>
<td>E 20TH ST / N BUTLER AVE</td>
<td>3</td>
</tr>
<tr>
<td>E 20TH ST / HUNTINGER AVE</td>
<td>1</td>
</tr>
<tr>
<td>E 20TH ST / N LAGUNA AVE</td>
<td>1</td>
</tr>
<tr>
<td>E 20TH ST / CULPEPPER LN</td>
<td>1</td>
</tr>
<tr>
<td>E 20TH ST / N FAIRVIEW AVE</td>
<td>1</td>
</tr>
<tr>
<td>Accident</td>
<td>5</td>
</tr>
<tr>
<td>DWI</td>
<td>10</td>
</tr>
</tbody>
</table>

The data contained in this report was collected from the Farmington Police Department's Record Management System. Although the data has been produced and processed from sources believed to be reliable, no assurances are made regarding accuracy or completeness and should be utilized only as general information. Prepared on June 10, 2019.
July 3, 2019

To whom it may concern,

On July 2nd the Farmington Fire Marshal’s office conducted an on-site inspection of Lauter Haus Brewing located at 1806 East 20th Street. An inspection was performed of the underground pipe and valves supplying water to the fire protection system, this hydraulics test was performed on April 22nd of this year. On May 3rd a similar inspection and test was performed on the above ground pipes and valves to the fire protection system; both systems passed the inspections and tests. Components of the Fire detection/ alarm system are currently being installed.

It is the opinion of this office that the project at Lauter Haus Brewing is proceeding in a manner following current life safety codes and that construction is in line to meet deadlines.

Kipp Rix

Assistant Fire Marshal
Farmington Fire Department
MEMORANDUM

DATE:       June 28, 2019

TO:         Dianne Smylie, City Clerk; Andrea Jones, Deputy City Clerk

FROM:       Traffic Engineering Division

SUBJECT:    Application No. 1124663 for a new Small Brewers License from BCB Ventures, LLC, to do business as Lauter Haus Brewing Co., 1806 E. 20th Street, Farmington, New Mexico.

The following information is being provide to the Liquor Hearing Officer at your request:

1) *The most recent traffic count at the nearest major intersection(s).*

   a. The nearest signalized intersections to the address above is:
      * 20th Street and Sullivan Avenue
      * 20th Street and Farmington Avenue

   b. Please see Table 1, to view the traffic volume at these intersections.

<table>
<thead>
<tr>
<th>Intersection</th>
<th>Traffic Volumes</th>
<th>Date of Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>20th Street &amp; Sullivan Avenue</td>
<td>19,076</td>
<td>2017</td>
</tr>
<tr>
<td>20th Street &amp; Farmington Avenue</td>
<td>16,228</td>
<td>2017</td>
</tr>
</tbody>
</table>

2) *Any information regarding proposed changes at those intersections, such as signalization or other changes which may affect traffic flow.*

   a. There is no proposed changes for this intersection.
CITY OF FARMINGTON
INTER-OFFICE MEMORANDUM

TO: Mayor Duckett and City Council
FROM: Kristi Benon, CPPO, CPPB
Chief Procurement Officer

DATE: June 26, 2019

SUBJECT: 115kV Upgrade Hare to Dwight Arthur Substation, RFP #19-131537

USING DEPARTMENT: Electric Utility

A proposal opening was held on May 7, 2019 for the 115kV Upgrade Hare to Dwight Arthur Substation. Four (4) offers were submitted.

The Central Purchasing Department concurs with the recommendation from the evaluation committee to award the contract to North Houston Pole Line, the top evaluated firm. The final rankings are listed below:

North Houston Pole Line – Houston, TX
Probst Electric – Haber, UT
Sayers Construction – Marcos, TX
Whitefish Energy Holdings – Whitefish, MT

Kristi Benson (Presenter)
Council Meeting 7/9/19 / Close/Reopen

Copy to: Teresa Emrich, Acting Administrative Services Director
Hank Adair, Electric Utility Director

File – 19-131537
Regular Meeting of the City Council, City of Farmington, New Mexico, held in the Council Chamber at City Hall at 6:00 p.m. on Tuesday, June 25, 2019. The open regular session was held in full conformity with the laws and ordinances and rules of the Municipality.

Upon roll call, the following were found to be present, constituting a quorum:

MAYOR
Nate Duckett

COUNCILORS
Linda G. Rodgers
Sean E. Sharer
Jeanine Bingham-Kelly
Janis Jakino

constituting all members of said Governing Body.

Also present were:

CITY MANAGER
Rob Mayes

ASSISTANT CITY MANAGER
Julie Baird

CITY ATTORNEY
Jennifer Breakell

CITY CLERK
Dianna Smylie

The meeting was convened by the Mayor. Thereupon the following proceedings were duly had and taken:

INVOCATION: The invocation was offered by Minister Nathan Wheeler of Eastside Church of Christ.

Fire Captain Robert Sterrett led the Pledge of Allegiance.

CONSENT AGENDA: The Mayor announced that those items on the agenda marked with an asterisk (*) have been placed on the Consent Agenda and will be voted on without discussion by one motion. He stated that if any item did not meet with approval of all Councillors or if a citizen so requested, that item would be removed from the Consent Agenda and heard under Business from the Floor.

*MINUTES: The minutes of the Regular Meeting of the City Council held June 11, 2019.

*WAIVER TO THE 300-FOOT SEPARATION REQUIREMENT FROM CHURCHES for the Four Corners Rod Run & Open Car Show to be held on July 20, 2019 on Main Street between Locke Avenue and Miller Avenue.

*RECOMMENDATION FROM THE COMMUNITY DEVELOPMENT DEPARTMENT FOR APPROVAL OF STREET NAME CHANGES from County Road 5859 to Calder Street and from County Road 5860 to Reagan Street for portions of the unpaved and unmaintained private roadways that are now located within the city limits as a result of the Annexation Order granted to the City on October 6, 2016.

*ADOPTION OF RESOLUTION NO. 2019-1717 removing uncollectible and unsecured utility accounts from the City’s list of accounts receivable.

*WARRANTS PAYABLE for the time period of June 9, 2019 through June 23, 2019, for current and prior years, in the amount of $10,129,457.18.

There being no requests to remove any items, a motion was made by Councilor Sharer, seconded by Councilor Rodgers to approve the Consent Agenda, as presented, and upon voice vote the motion carried unanimously.

RECOMMENDATION FROM THE PLANNING AND ZONING COMMISSION:

*CONSENT AGENDA: Public Works Director David Sypher requested that the Planning and Zoning Commission recommendation marked with an asterisk (*) be placed on the Planning and Zoning Commission Consent Agenda and voted on without discussion. He asked that if the item proposed did not
meet with approval of all Councillors or if a citizen so requested, it
would be removed from the Consent Agenda and heard in regular order.

*(1)* Adoption of the recommendation from the Planning and Zoning
Commission as contained within the Community Development
Department Petition Report to approve Petition No. SUP 19-46
from Life Choices, LLC, represented by Christiana Greene,
requesting a Special Use Permit to allow an inpatient
treatment center on property located at 2670 Pima Frontage
Road in the OP, Office Professional, District subject to:

(a) the petitioner submitting building plans meeting all
building and fire codes prior any site work or
construction of the facility; and

(b) solid facing fencing being required.

Due to questions from Doug Holmes, 707 W. 31st Street, and Dean
Pecotte, 5720 Los Arcos, concerning traffic flow and landscaping
requirements, Associate Planner Francisco Alvarado utilized a PowerPoint
presentation to review the proposed petition and site plan. City
Attorney Jennifer Breakell confirmed that the addition of a
detoxification center on the subject property would require a separate
Special Use Permit.

Following the presentation, there were no requests to remove the
item from the Planning and Zoning Commission Consent Agenda and, as a
result, a motion was made by Councillor Sharer, seconded by Councillor
Rodgers to approve Petition No. SUP 19-46 as presented, and upon voice
vote the motion carried unanimously.

COMMUNITY DEVELOPMENT BLOCK GRANT 2019 ANNUAL ACTION PLAN CAPITAL
PROJECT FUNDS

Utilizing a PowerPoint presentation, Associate Planner Francisco
Alvarado reported that staff is seeking direction from the Council for
allocation of the Community Development Block Grant ("CDBG") 2019 capital
funds, noting that a total of $236,397 is available. He announced that
staff from the Parks, Recreation and Cultural Affairs and the Public
Works Department submitted five projects for consideration at a total
cost of $342,171.25. He reported that staff is recommending that the
multi-use pathway improvements from Broadway bridge to the intersection
of Scott Avenue ($115,000) and the American With Disabilities Act ("ADA")
upgrades at the Recreation Center ($55,250), the Indian Center ($43,750)
and Berg Park ($16,171.25) be considered for funding at a total cost of
$230,171.25. He stated that the remaining $6,225.75 would be set-aside
for contingency purposes. In closing, Mr. Alvarado reported that the
Department of Housing and Urban Development has determined that the
City’s Timeliness with regard to expending CDBG funds is meeting the
regulatory standard.

Following brief consideration, a motion was made by Councillor
Rodgers, seconded by Councillor Sharer to direct staff to allocate
$230,171.25 of the CDBG 2019 capital funds to the multi-use pathway
improvements from Broadway bridge to the intersection of Scott Avenue
and ADA upgrades at the Recreation Center, Indian Center and Berg Park, as
recommended, and upon voice vote the motion carried unanimously.

CIVIC CENTER/UPCOMING THEATER SEASON

Parks, Recreation and Cultural Affairs Director Shaña Reeves
introduced newly-hired Civic Center Supervisor Randy West. Mr. West gave
a brief overview of his professional accomplishments and past work
history.

Utilizing a PowerPoint presentation, Mr. West reviewed the
2019/2020 season for the Civic Center and proudly reported that there is
a vast selection of Broadway performances, musical and comedy shows,
family and children entertainment and local festivals and events. He
reported that it is his priority to promote local talent and noted that
several of the shows will offer professional leads with local supporting
casts and provide opportunities to meet musicians and performers that
have graced the stages of New York and beyond.

Following the presentation, the Mayor and Council expressed their
excitement for the quality of the shows being presented and commended Mr.
West for his impressive work over the past four months of employment.
REAPPOINTMENTS TO THE CITIZEN POLICE ADVISORY COMMITTEE

Mayor Duckett asked the Council’s consideration of the reappointments of David Bratcher, Rose Grey, Patricia Simpson, Julie Blair and Chuck Culpepper as members of the Citizen Police Advisory Committee (terms to June 2022).

Thereupon, a motion was made by Councillor Rodgers, seconded by Councillor Datino to confirm the reappointments of David Bratcher, Rose Grey, Patricia Simpson, Julie Blair and Chuck Culpepper as members of the Citizen Police Advisory Committee, as recommended by the Mayor, and upon voice vote the motion carried unanimously.

COUNCIL BUSINESS

Proposed Resolution/Recognition of Hershel “Woody” Williams and Gold Star Families of San Juan County

Mayor Duckett read in full a proposed resolution honoring the efforts of Hershel “Woody” Williams and Gold Star Families of San Juan County. He stated that he intends to read the proposed resolution at the Stand In Honor Banquet scheduled for Thursday, June 27, 2019 at the Civic Center and he asked the Council for consensus to consider adoption of the resolution at the July 9, 2019 regular City Council meeting.

Following brief consideration, it was the consensus of the Council to consider adoption of the proposed resolution at the July 9, 2019 regular City Council meeting and to authorize the Mayor to read the proposed resolution at the banquet.

Outdoor Retailer Summer Market

Mayor Duckett thanked the 17 local individuals and staff members and Jim Glover and Marianne Tenenbaum from Once a Day Marketing for their participation at the Outdoor Retailer Summer Market held in Denver, Colorado last week. He stated that it is in his belief that it was a successful trip since some of the retailers have already made contact with Economic Development Director Warren Unzicker. He also thanked Tonya Stinson, Executive Director of the Convention & Visitors Bureau, for pursuing the new branding campaign, Jolt Your Journey.

Councillor Rodgers also expressed her sincere appreciation to those who attended the market.

A Park Above/Rio Rancho, New Mexico

Councillor Sharer announced that he recently visited the all-abilities park in Rio Rancho, New Mexico called, A Park Above, and was so impressed with the facility that he and his family decided to stay another night. He expressed his strong support for developing a similar park in our area.

Update/Sale of Miniature Bottles of Alcohol

At the request of Councillor Rodgers, City Attorney Jennifer Breakell reported that she has determined that the City does not have the legal authority to regulate or ban the sale of miniature bottles of alcohol.

Commendation/Public Works Director

Councillor Rodgers commended Public Works Director David Sypher for his assistance in helping a constituent that was having an issue with a utility meter.

City Manager Rob Mayes presented and read by title Resolution No. 2019-1718 approving the fifth revision to the Fiscal Year 2019 budget. The title of such resolution being:

A RESOLUTION APPROVING THE FIFTH REVISION TO THE FY2019 BUDGET AND REQUESTING STATE APPROVAL.

Acting Administrative Services Director Teresa Enrich briefly reviewed the proposed revisions.
Thereupon, a motion was made by Councilor Sharer, seconded by Councilor Rodgers to pass and adopt Resolution No. 2019-1718, as presented. The roll was called with the following result:

**Those voting aye:**
Linda G. Rodgers  
Sean E. Sharer  
Jeanine Bingham-Kelly  
Janis Jakino

**Those voting nay:**
None

The presiding officer thereupon declared that four Councilors having voted in favor thereof, the said motion carried and Resolution No. 2019-1718 was duly passed and adopted.

**PERMISSION TO PUBLISH NOTICE OF PROPOSED ORDINANCE/RESIDENTIAL AND COMMERCIAL CHARGES FOR SANITATION SERVICE**

City Attorney Jennifer Breakell requested that staff be directed to publish notice of intent to consider adoption of a proposed ordinance amending Section 23-2-7 of the City Code to provide for an increase in residential and commercial charges for sanitation service.

She provided the Council with a corrected version of the proposed ordinance titled, "Does Not Include At The Door", which amends the residential recycling service cost from $14.66 to $13.72 and clarified that the new rates will take effect with the first billing cycle in August.

In response to inquiry from the Council, Public Works Director David Sypher explained that the ordinance titled, "Does Not Include At the Door," only includes the proposed contractual increases being requested by Waste Management for recycling processing fees, landfill disposal costs, the Consumer Price Index (CPI) and fuel costs. He noted that the other proposed ordinance titled, "Includes At Your Door" contains the contractual increases and adds the collection of household hazardous and e-waste materials. Furthermore, he noted that bulky item pickup could be added at a cost of $50 per request to be billed directly to the customer or included as a service to all customers at a cost of $6 and additional $0.53 per household per month.

Discussion followed and Councilor Jakino suggested that the proposed ordinance that includes the At Your Door Services be considered (at an increase of $2.54 per month) and that the bulky item pickup be offered as a direct bill service.

Mayor Duckett stated that he would like to receive feedback and suggested that staff utilize social media to make the public aware of the proposed additional services and costs.

Following consideration, a motion was made by Councilor Jakino, seconded by Councilor Rodgers to direct staff to publish notice of intent to consider adoption of the proposed ordinance in accordance with State Statutes to include “At Your Door” service for hazardous and e-waste materials and bulky-item pickup as a direct bill service. The roll was called with the following result:

**Those voting aye:**
Linda Rodgers  
Sean E. Sharer  
Janine Bingham-Kelly  
Janis Jakino

**Those voting nay:**
None

The presiding officer thereupon declared that four Councilors having voted in favor thereof, the said motion carried.

**CITY CLERK BUSINESS**

City Clerk Dianne Smylie presented an ordinance dealing with the Local Election Act and stated that notice of intent to consider said ordinance has been published two weeks prior to final action upon the ordinance as required by Section 3-17-3 NMSA 1978 Compilation. She recommended the ordinance, if adopted, be given the number 2019-1318. The title of the ordinance being:
AN ORDINANCE OPTING-INTO THE ELECTION OF THE CITY’S MUNICIPAL OFFICERS IN THE REGULAR LOCAL ELECTION PURSUANT TO SECTION 1-22-5.1(B) NMSA 1978.

She reported that the proposed ordinance would change the election cycle from March of even numbered years to November of odd numbered years and extend the terms of the seated governing body to December 31, 2021 for Councilors in Districts 1 and 2 and December 31, 2023 for the Mayor, Councilors in Districts 3 and 4 and the municipal judges.

Mayor Duckett expressed his support, noting that there will be a cost savings to the City for opting-in and will establish a single ballot for non-partisan elections.

Councilor Rodgers expressed her support for extending the terms since the Local Election Act is new legislation that is not fully understood at this point in time.

City Manager Rob Mayes noted that there is a statewide momentum to opt-in with 61 of the 105 municipalities adopting ordinances in support of the Regular Local Election cycle.

After consideration of Ordinance No. 2019-1318, a motion was made by Councilor Sharer, seconded by Councilor Rodgers that said ordinance be passed and adopted as presented. The roll was called with the following result:

Those voting aye: Sean E. Sharer
Linda G. Rodgers
Jeanine Bingham-Kelly
Janis Jakino

Those voting nay: None

The presiding officer thereupon declared that four Councilors having voted in favor thereof, the said motion carried and Ordinance No. 2019-1318 was duly passed and adopted.

There being no further business to come before the Council, a motion was made by Councilor Sharer, seconded by Councilor Rodgers to adjourn the meeting at 7:31 p.m., and upon voice vote the motion carried unanimously.

The City Clerk certified that notice of the foregoing meeting was given by posting pursuant to Resolution No. 2013-1466, et seq.

Approved this 9th day of July, 2019.

Entered in the permanent record book this day of , 2019.

SEAL

ATTEST:

Dianne Smylie, City Clerk

Nate Duckett, Mayor