

MICHELLE LUJAN GRISHAM
GOVERNOR

DONNIE J. QUINTANA
DIRECTOR



DEBORAH K. ROMERO
ACTING CABINET SECRETARY

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

June 22, 2020

Kate Stoddard
Consolidated Dispatch Center Manager
Los Alamos Police/Fire Department
2500 Trinity Drive, Suite A
Los Alamos, New Mexico 87544

Subject: Fiscal Year 2021 E-911 Grant Agreement

Dear Ms. Stoddard,

Attached is the County of Los Alamos fiscal year 2021 (FY21) E-911 Grant Agreement. This Grant Agreement reflects the County of Los Alamos approved budget by the State Board of Finance for FY21. Please have the grant agreement signed by an Authorized Signatory of your fiscal agent, and return as soon as possible, preferably before June 30, 2020. We encourage a digital signature to allow for a more efficient process, however, if your fiscal agent requires a wet signature and an original copy that will be accommodated.

If you are using a digital signature, please sign and email the grant agreement to Stephen.Weinkauf@state.nm.us.
If you are using an original wet signature, **print two (2) originals**, sign and mail to:

Stephen Weinkauf
E-911 Bureau Chief
Department of Finance and Administration
Local Government Division
Bataan Memorial Building, Suite 202
Santa Fe, NM 87501

After the Local Government Division (LGD) signs the grant agreement, we will return the fully executed grant agreement to you for your records. Once the grant agreement is fully executed, LGD can begin making payments for FY21 expenses.

If you have any questions regarding this matter, please call Stephen Weinkauf at 505-660-3637.

Sincerely,

A handwritten signature in blue ink, appearing to read "Stephen Weinkauf".

Stephen Weinkauf, E-911 Bureau Chief
Local Government Division

Attachment: FY21 E-911 Grant Agreement

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
ENHANCED 911 ACT GRANT PROGRAM

GRANT AGREEMENT

Project No. 21-E-12

THIS GRANT AGREEMENT made and entered into by and between the Department of Finance and Administration (DFA) acting through the Local Government Division, Bataan Memorial Building, Suite 202, Santa Fe, New Mexico 87501, hereinafter called the “**Division**”, and the **County of Los Alamos**, hereinafter called the “**Grantee**”, and collectively referred to as the “**Parties**”.

WITNESSETH:

WHEREAS, this Grant Agreement is made by and between the DFA, acting through the Division, and the Grantee, pursuant to the authority in the Enhanced 911 Act, Sections 63-9D-1 *et seq.* NMSA 1978, (hereinafter referred to as the “Act”) as amended, and the Enhanced 911 Rules, Section 10.6.2 NMAC (hereinafter referred to as the “Enhanced 911 Requirements” or “E-911 Rules.”); and

WHEREAS, an enhanced 911 telephone emergency system is necessary to expand the benefits of the basic 911 emergency telephone number, to achieve a faster response time which minimizes the loss of life and property, provides automatic routing to the appropriate public safety answering point (“PSAP”), provides immediate visual display of the location and telephone number of the caller and curtails abuse of the emergency system by documenting callers; and

WHEREAS, this Grant Agreement funds the Public Safety Answering Point (PSAP) at the County of Los Alamos, which also provides E-911 related services to Los Alamos County, as well as E-911 related reimbursements for travel, training, and Geographic Information Systems (GIS) software and hardware; and

WHEREAS, the Grantee and the Division have the authority, pursuant to the Act, NMSA 1978, Sections 63-9D-1 *et seq.* , and the E-911 Rules, to enter into this Grant Agreement; and

WHEREAS, the Grantee complies with the definition of “Grantee” in Section 10.6.2.7(HH) NMAC, of the E-911 Rules; and

WHEREAS, the Division has the authority, pursuant to NMSA 1978, Section 63-9D-8, to administer the Enhanced 911 fund; and

WHEREAS, on June 16, 2020, the State Board of Finance awarded the Grantee **\$200,812** for enhanced 911 services and equipment.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I - LENGTH OF GRANT AGREEMENT

A. Unless terminated earlier pursuant to Article IV herein, the term of this Grant Agreement, upon being duly executed by the Division, shall be from **July 1, 2020**, through **June 30, 2021**.

B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in

Paragraph A above, the Grantee shall so notify the Division in writing at least thirty (30) days prior to the termination date of this Grant Agreement, for the purpose of allowing the Grantee and the Division to review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement and to provide additional time for completing the same. The Division's decision whether or not to extend the term of this Grant Agreement is final and non-appealable.

ARTICLE II – REPORTS

A. PSAP Annual Report: No later than June 30th of each year, the Grantee shall submit to the Division a PSAP Annual Report, in the form attached hereto as Exhibit A, as may be changed from time to time upon the Division's written notice to the Grantee. The PSAP Annual Report shall include information described in Section 10.6.2.11.D NMAC, of the E-911 Rules, and any such other information as the Division may request, in sufficient detail to evaluate the effectiveness of the 911 equipment and services provided by the equipment vendor.

B. Federal 911 Resource Center Report: No later than January 30th of each year, the Grantee shall submit to the Division a Federal 911 Resource Center Report, in the form attached hereto as Exhibit B, as may be changed from time to time upon the Division's written notice to the Grantee.

ARTICLE III - CONSIDERATION AND METHOD OF PAYMENT

A. In consideration of the Grantee's satisfactory completion of all work, purchase and maintenance of the equipment and services required to be performed in compliance with all the terms and conditions of this Grant Agreement, the Division shall pay the Grantee a sum not to exceed **\$200,812** from the Enhanced 911 fund in accordance with Article III (D). The funds are to be expended in accordance with the approved Expenditure Budget ("Budget"), attached to and incorporated by reference as Exhibit C, and in accordance with Section 10.6.2.11 NMAC of the E-911 Rules, "PSAP Equipment, Acquisition, and Disbursement of Funds." It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the line items of the Budget without the prior written approval of the Division, and the funds shall not be expended for ineligible costs via Section 10.6.2.11(F) NMAC of the E-911 Rules.

B. The funds mentioned in Paragraph A above shall constitute full and complete payment of monies to be received by the Grantee from the Division.

C. It is understood and agreed that if any portion of the funds set forth in Paragraph A above is not expended for the purpose of this Grant Agreement, after all conditions of this Grant Agreement have been satisfied or it has been demonstrated that the conditions of the Grant Agreement, for whatever reason, cannot be satisfied, the unexpended funds shall be reverted by the Division in accordance with the Act and the E-911 Rules.

D. Pursuant to NMSA 1978, Section 63-9D-8, as amended, payments will be made from the Enhanced 911 fund to, or on behalf of, participating local governing bodies or their fiscal agents upon vouchers signed by the director of the Division solely for the purpose of reimbursing local governing bodies or their fiscal agents, commercial mobile radio service providers or telecommunications companies for their costs of providing enhanced 911 service.

E. Payments may be made by the Division as follows: 1) on behalf of the Grantee to telecommunications companies, vendors and equipment providers; or 2) reimbursements to

the Grantee for actual costs or expenditures after the Division receives a completed Request for Payment Form, or an invoice certified correct by the Grantee and/or the Division for the E-911 equipment, equipment maintenance, and upgrades billed by the equipment provider. All purchases made by the Grantee for equipment, equipment maintenance, and upgrades require prior written approval by the Division to be eligible for reimbursement.

F. Payments will not be made to the Grantee for work, equipment, maintenance or services not specified in this Grant Agreement or in violation of or ineligible under the E-911 Rules.

ARTICLE IV - MODIFICATION, TERMINATION AND MERGER

A. Early Termination. Except as provided in Article IV (D) below, this Grant Agreement may be terminated by either Party upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Grant Agreement, the Division's sole liability upon termination shall be to pay for eligible budget items purchased prior to the Grantee's receipt of the notice of termination, if the Division is the terminating party, or upon the Grantee sending a notice of termination, if the Grantee is the terminating party. A notice of termination will not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Grant Agreement. The Grantee shall submit an invoice for such eligible budget items within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Grant Agreement may be terminated immediately upon written notice to the Grantee if the Grantee becomes unable to or fails to perform the terms of this Agreement, as determined by the Division or if, during the term of this Grant Agreement, the Grantee or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DIVISION'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE GRANTEE'S DEFAULT/BREACH OF THIS GRANT AGREEMENT, INCLUDING BUT NOT LIMITED TO, RETURN OF MISSPENT GRANT FUNDS BY THE GRANTEE TO THE DIVISION.*

B. Termination Management. Immediately upon receipt by either the Division or the Grantee of a notice of termination of this Grant Agreement, the Grantee shall: 1) not incur any further obligations for expenditure of funds under this Grant Agreement without written approval of the Division; and 2) comply with all directives issued by the Division in the notice of termination as to the performance under this Grant Agreement.

C. This Grant Agreement incorporates all agreements, covenants and understandings between the parties concerning the subject matter of this Grant Agreement and all such agreements, covenants and understandings have been merged into this written Grant Agreement. No prior agreements, covenants, or understandings oral or otherwise, of the parties or their agents shall be valid and enforceable unless embodied in this Grant Agreement.

D. The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may *immediately* terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third-party contracts entered into by or between the Grantee and a third party, by giving the Grantee written notice of such immediate early termination. The Division's decision as to whether sufficient appropriations are available shall be final and non-appellable. The Grantee shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or in

part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the termination date or early termination date.

ARTICLE V - CERTIFICATION

The Grantee assures and certifies that it will comply with all state laws, the E-911 Rules, and all other laws, rules, policies and procedures with respect to the acceptance and use of State funds. Further and without limiting the foregoing, the Grantee gives assurances and certifies with respect to the Grant that:

- A. It will comply with the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199.
- B. It will adhere to all financial and accounting requirements of the DFA.
- C. It will comply with all requirements set forth in the Act and prescribed by the Division in its E-911 Rules, or other guidelines and procedures in relation to receipt and use of State Enhanced 911 Grant Funds.
- D. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for other than the uses specified, without the prior written approval of the Division.
- E. It will comply with NMSA 1978, Section 63-9D-4D and provide GIS addressing and digital mapping data to the appropriate PSAP and to the Division.
- F. It accepts responsibility for coordinating and providing accurately maintained GIS addressing, road centerline, boundary and other data in the service area to the Division per Section 10.6.2 NMAC. This information will be compliant with the statewide dataset used by the local PSAPs.
- G. It agrees and acknowledges that all GIS data provided to the Division's statewide dataset in support of the E-911 program is public data and shall be shared with other governmental agencies.
- H. It will finance any amount exceeding the approved funding for the 911 equipment costs.
- I. It will not make any changes in the E-911 system configuration without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change(s).
- J. It will provide to the Division documentation of total insurance coverage for all hardware and software and other equipment purchased with E-911 funds. Insurance should, at a minimum, cover non-routine maintenance defects including, but not limited to, all acts of God, floods, fire, lightning strikes and water damage.
- K. It will provide all the necessary qualified personnel, material, and facilities to run the E-911 PSAP.
- L. It will submit all project related contracts, subcontracts, and agreements to the Division for administrative review and approval prior to execution for compliance with the E-911 program requirements and not for legal sufficiency. Amendments to existing contracts also must be submitted to the Division for review and approval prior to execution.

M. It will comply with the PSAP consolidation requirement pursuant to Section 10.6.2.15 NMAC of the E-911 Rules.

ARTICLE VI - RETENTION OF RECORDS

The Grantee shall keep and preserve such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for a period of six (6) years from the termination of the Grant Agreement, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe.

ARTICLE VII – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT

A. The Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or in part by funds made available under this Grant Agreement and (ii) entered into after the effective date of this Grant Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) Grant Agreement. Should the Division or the [insert name of Grantee] terminate the Grant Agreement, the [insert name of Grantee] may terminate this contract by providing the Contractor written notice of the termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the Grantee’s only liability shall be to pay the Contractor for acceptable goods/equipment and/or services delivered and accepted prior to the termination date.”

ARTICLE VIII - REPRESENTATIVES

A. The Grantee hereby designates the person listed below as the official Grantee representative responsible for the overall supervision of this Grant Agreement:

Name: Kate Stoddard
Title: Consolidated Dispatch Center Manager
Los Alamos Police/Fire Department
Address: 2500 Trinity Drive, Suite A
Los Alamos, New Mexico 87544

Phone: 505-661-3435
Fax: 505-661-3434
Email: Katherine.stoddard@lacnm.us

B. The Division designates the person listed below responsible for the overall administration of this Grant Agreement, including compliance and monitoring of the Grantee:

Name: Stephen Weinkauff, or his successor
Title: E-911 Bureau Chief
Address: Department of Finance and Administration
Local Government Division
Bataan Memorial Building, Suite 202
Santa Fe, New Mexico 87501

Phone: 505-827-8060
Fax: 505-827-4948
Email: Stephen.Weinkauff@state.nm.us

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement.

THIS GRANT AGREEMENT has been approved by:

GRANTEE

Authorized Signatory

Date

(Printed Name)

(Title, Organization)

DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL GOVERNMENT DIVISION

By: _____
Donnie Quintana, Local Government Division Director

Date

Exhibit A

PSAP Annual Report

PSAP Annual Report Form For: _____

Date of Report: _____

Section	PSAP Input
Section 10.6.2.11 D(8)	
PSAP Name	
Date of PSAP Report	
Exact address of the PSAP (No P.O. boxes)	
Number, make, and model of E911 and Radio Dispatch positions (if a position is used for both call taking and dispatching, list it as such).	
Type of equipment to include make and model.	
Telephone switching equipment.	
MIS System	
Mapping server	
Radio System	
UPS (for 911 Equipment)	
Back-up Generator	
Version of E911 operating system software.	
Number and type of dedicated/switched voice/data circuits.	
Routing central office and PSAP end office.	
Maintenance control center to include name of company, physical address, telephone number, email address, and your point of contact for E911 equipment and voice logging recorder, if different from E911 equipment maintainer.	
PSAP manager or coordinator and alternate: contact names, addresses, phone numbers, and their PSAP email address.	
MSAG coordinator name, address, phone number, and email address.	
GIS representative to include physical address, telephone number, and email address.	
Type and manufacturer of CAD system, if any, and type and manufacturer of voice logging recorder.	

Section 10.6.2.11 D(9)	
Each PSAP shall maintain at least one 10-digit administrative number. This number shall also be used to receive incoming emergency calls transferred to the PSAP by other PSAPs for certain alternate and default routing arrangements. The preferred way to transfer an emergency call is via one-button transfer via 911 trunk, but the above method can be used for PSAPs that do not have one-button transfers the above mentioned PSAP.	
Provide the administrative number(s).	
Section 10.6.2.11 D(14)	
The PSAP shall maintain a list of fixed and auto-dial transfer features.	
List of fixed transfers.	
List of auto-dial transfers.	
Section 10.6.2.11 D(18)	
Special circumstances.	
(a) In accordance with the ADA each PSAP shall establish procedures to handle calls from speech and hearing impaired individuals. <u>Include a copy of your procedures.</u>	
(b) PSAPs shall develop procedures for handling unanswered or silent 911 calls. <u>Include a copy of your procedures.</u>	
Miscellaneous Section	
List the PSAP insurance provider name, POC, and policy numbers as proof of hazard and liability insurance for the PSAP facility.	
List any back-up PSAP(s) and attach any MOU(s) documenting agreement(s).	

PSAP Annual Report Continued

9-1-1 PSAP Activity-PSAP Input Here			
	Wireline 9-1-1 Calls	Wireless 9-1-1 Calls	Total 9-1-1 Phone Calls
<i>Jul</i>			
<i>Aug</i>			
<i>Sep</i>			
<i>Oct</i>			
<i>Nov</i>			
<i>Dec</i>			
<i>Jan</i>			
<i>Feb</i>			
<i>Mar</i>			
<i>Apl</i>			
<i>May</i>			
<i>June</i>			
<i>Total</i>			
Month Avg.			
Day Avg.			

Exhibit B

Federal 911 Resource Center Report

Call Types	Annual Total of Calls from January 1 through December 31
Wireline	
Wireless	
Voice over Internet Protocol (VoIP)	
Multiline Telephone System (MLTS)	
Telematics	
Other	
Total of All Call Types	

Exhibit C

Expenditure Budget

New Mexico E-911 Program Grant		Exhibit C	
Local Government Division			
Department of Finance and Administration			
Grantee:	County of Los Alamos	Grant Award:	200,812
Address:	2500 Trinity Drive	Project Number:	21-E-12
	Los Alamos, New Mexico 88	Grant Period:	July 1, 2020 - June 30, 2021
Telephone:	(505) 662-8222		
Number of Funded PSAP Positions:		6	
Budget Line Items		Total Budgeted Amount	
Capital			
E-911 Equipment Upgrades			
Firewall and Router Equipment			
Dispatch Software			
Recorder			
UPS/Generator			
Capital Subtotal		-	
Recurring Network/Managed Services			
Voice Network		46,678	
Data MPLS Network		9,652	
Wireless Cost Recovery		504	
Recurring Network/Circuit Subtotal		56,834	
Recurring Maintenance			
System Maintenance		104,517	
Recurring Maintenance Subtotal		104,517	
Services/Training			
911 Related Training		9,000	
911 Related GIS		3,000	
911 Consulting Services		10,800	
GIS Consulting Services		13,861	
Interpretive Services		400	
Minor Equipment		2,400	
Services/Training Subtotal		39,461	
TOTAL		200,812	