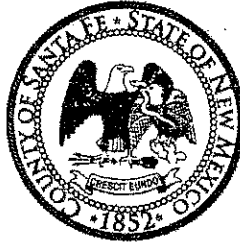


Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

Date: July 10, 2018

To: Board of County Commissioners

From: Tony Flores, Deputy County Manager

Via: Katherine Miller, County Manager

RE: **Request Ratification of the Deputy County Manager's Signature Approval of the SFY 2019 E-911 Grant Agreement with the State of New Mexico Department of Information Technology in the Amount of \$389,068, Effective from July 1, 2018, through June 30, 2019. (County Manager's Office/Tony Flores)**

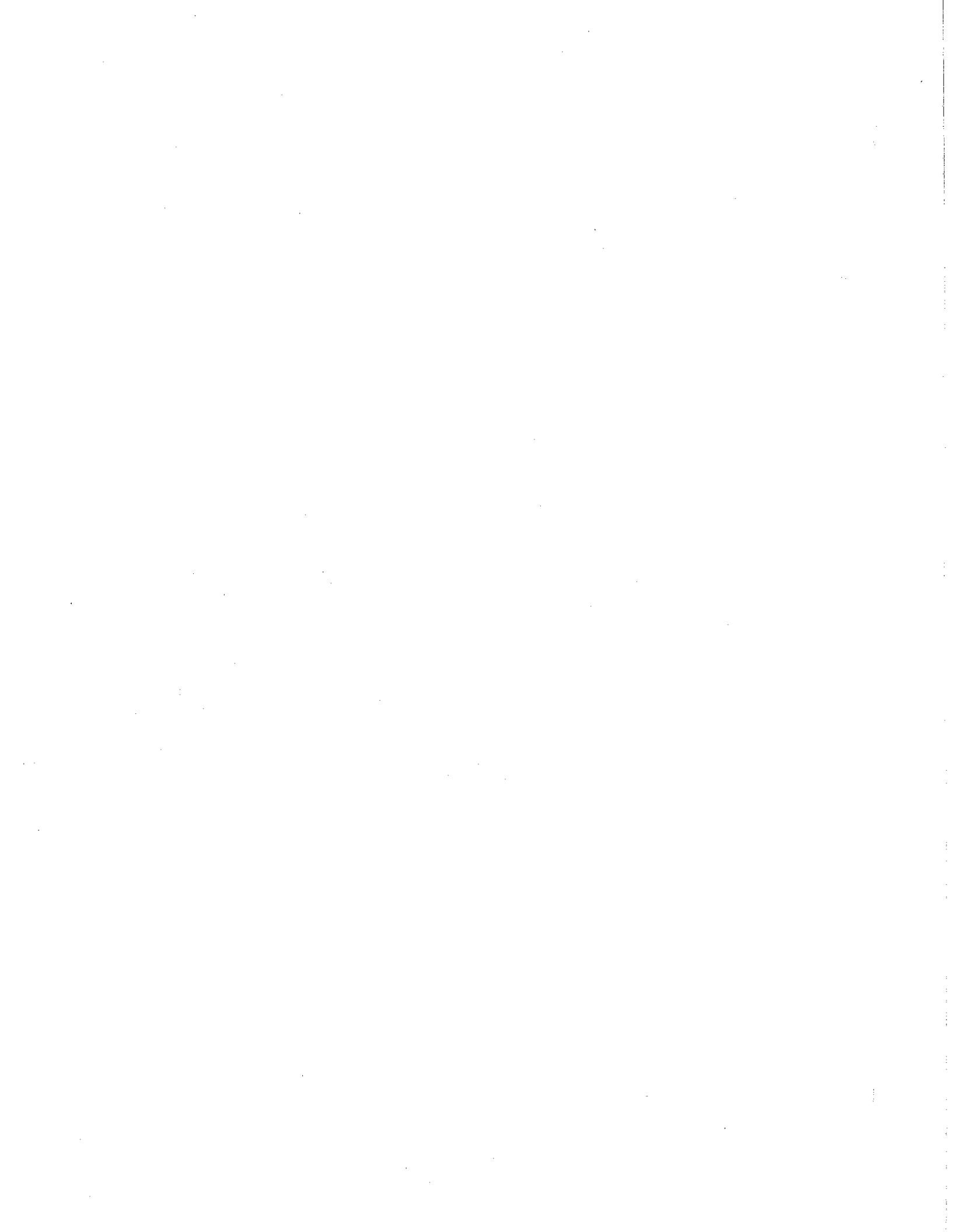
Background and Summary:

Santa Fe County (County) has received their annual E-911 Grant from the State of New Mexico - Department of Information Technology in the amount of \$389,068, with an effective date from July 1, 2018, through June 30, 2019.

In accordance with Ordinance 2014-143 – 3(b), the County Manager is authorized to sign grant agreements up to a value of \$250,000. Grant agreements above \$250,000 require Board of County Commission consideration and approval. Due to the time limits on the County to execute the grant agreement, the Deputy County Manager signed the grant agreement and is requesting ratification of the approval.

Recommendation:

Staff is recommending the ratification of the Deputy County Manager's signature for the above cited grant agreement.





STATE OF NEW MEXICO
DEPARTMENT OF INFORMATION TECHNOLOGY

SUSANA MARTINEZ
Governor

DARRYL ACKLEY
Cabinet Secretary
ESTEVAN LUJAN
Deputy Secretary

June 13, 2018

Ken Martinez
Director, Santa Fe Regional Emergency Communications Center
Santa Fe County
35 Camino Justicia
Santa Fe, New Mexico 87508

Subject: SFY 2019 E-911 Grant Agreement

Dear Mr. Martinez:

Attached is an electronic version of the FY (fiscal year) 2019 E-911 grant agreement, which reflects the State Board of Finance approval of funding for FY 2019. Please print three (3) originals, have each signed by the County Manager or the County Commission Chair, and return them as soon as possible, preferably before June 30, 2018. Please send them to:

Bill Range
E-911 Program Manager
Department of Information Technology
PO Box 22550
Santa Fe, NM 87502

After the Department of Information Technology (DoIT) signs the originals, we will return one original signed grant agreement to you for your records. Once the grant agreement is fully executed, DoIT can begin making payments for FY2019 expenses.

If you have any questions regarding this matter, please call Bill Range, E-911 Program Manager, at 505-827-4804.

Sincerely,

Donna Sandoval, CGFM
Chief Financial Officer
Department of Information Technology

Attachments

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
AND
DEPARTMENT OF INFORMATION TECHNOLOGY

ENHANCED 911 ACT GRANT PROGRAM

GRANT AGREEMENT

Project No. 19-E-11

THIS GRANT AGREEMENT is made between the Department of Finance and Administration (“DFA”), the Department of Information Technology (“DoIT”), the “Department”, and the **County of Santa Fe**, the “Grantee”, and collectively referred to as the “Parties”.

WHEREAS, this Grant Agreement is made between the State of New Mexico and the Grantee, pursuant to the authority in the Enhanced 911 Act, Sections 63-9D-1 *et seq.* NMSA 1978, (“Act”) as amended, and the Enhanced 911 Rules, 10.6.2 NMAC (“Enhanced 911 Requirements” or “E-911 Rules.”); and

WHEREAS, DFA and DoIT entered into a Joint Powers Agreement (“JPA”) dated May 8, 2018, transferring all 911-related activities from DFA to DoIT, including grant-related activities; 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 abuses of the emergency system by documenting callers; and

WHEREAS, this Grant Agreement funds the Public Safety Answering Point (PSAP) at the County of Santa Fe, which also provides E-911 related services to Santa Fe 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 Department have the authority, pursuant to the Act, NMSA 1978, Sections 63-9D-1 *et seq.*, the E-911 Rules, and the above-mentioned JPA to enter into this Grant Agreement; and

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

WHEREAS, the Department has the authority, pursuant to NMSA 1978, Section 63-9D-8 and the above-mentioned JPA, to administer the Enhanced 911 (E-911) fund; and

WHEREAS, on May 15, 2018, the State Board of Finance awarded the Grantee **\$389,068** for enhanced 911 services and equipment.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I - LENGTH OF GRANT AGREEMENT

- A. Unless terminated pursuant to Article IV, the term of this Grant Agreement will be **July 1, 2018, through June 30, 2019.**
- 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 notify the Department 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 Department 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 Department'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 Department a PSAP Annual Report, in the form attached as Exhibit A, as may be changed from time to time upon the Department's written notice to the Grantee. The PSAP Annual Report will include information described in 10.6.2.11.D NMAC, of the E-911 Rules, and any such other information as the Department 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 Department a Federal 911 Resource Center Report, in the form attached as Exhibit B, as may be changed from time to time upon the Department'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 Department shall pay the Grantee a sum not to exceed **\$389,068** from the Enhanced 911 fund in accordance with Article III (D). The funds are to be expended in accordance with the approved Revenue/Expenditure Budget (Budget), attached to and incorporated by reference as Exhibit C, and in accordance with 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 will not deviate from the line items of the Budget without the prior written approval of the Department, and the funds will not be expended for ineligible costs via 10.6.2.11(F) of the E-911 Rules.
- B. The funds mentioned in Paragraph A above will constitute full and complete payment of monies to be received by the Grantee from the Department.
- 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, the unexpended funds shall be reverted by the Department 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 Department 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 Department 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 Department receive a completed Request for Payment Form, or an invoice certified correct by the Grantee and/or the Department 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 Department 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 of the Parties upon written notice delivered to the other party at least 30 days prior to the intended date of termination. Except as otherwise allowed or provided under this Grant Agreement, the Department'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 and in accordance with this Grant Agreement, if the Department 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 30 days of receiving or sending the notice of termination. 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 Department 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. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DEPARTMENT'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 DEPARTMENT.
- B. Termination Management. Immediately upon receipt by either the Department 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 Department; and (2) comply with all directives issued by the Department 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 will 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 Department 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 Department's decision as to whether sufficient appropriations are available will be final and non-appealable. 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 shall comply with all state and federal laws, the E-911 Rules, and other slaws, rules, policies and with respect to the acceptance and use of State funds. Also, the Grantee gives assurances and certifies with respect to the Grant that:

- A. It shall comply with the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199.
- B. It shall adhere to all financial and accounting requirements of DFA and of the Department.
- C. It shall comply with all requirements set forth in the Act and prescribed by the Department in the 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 use 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 Department.
- E. It shall comply with NMSA 1978, Section 63-9D-4D and provide GIS addressing and digital mapping data to the PSAP that provides the enhanced 911 service to the Grantee.
- F. It accepts responsibility for coordinating and providing accurately maintained GIS addressing, road centerline, boundary and other data in the service area to the Department per 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 Department's statewide dataset in support of the E-911 program is public data and will be shared with other governmental agencies.
- H. It shall finance any amount exceeding the approved funding for the 911 equipment costs.
- I. It shall not make any changes in the E-911 system configuration without first submitting a written request to the Department and obtaining the Department's written approval of the proposed change(s).
- J. It shall provide to the Department, 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 shall provide all the necessary qualified personnel, material, and facilities to run its E-911 PSAP.
- L. It shall submit all project related contracts, subcontracts, and agreements to the Department for administrative review and approval prior to execution for compliance only with the E-911 program

requirements and not for legal sufficiency. Amendments to existing contracts also must be submitted to the Department for review and approval prior to execution.

- M. It shall comply with the PSAP consolidation requirement pursuant to the 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 Department prescribes.

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

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 Information Technology (Department) Grant Agreement. Should the Department 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 overall supervision of the approved project:

Name: Ken Martinez
Title: Director, Santa Fe Regional Emergency Communications Center
Address: 35 Camino Justicia
Santa Fe, New Mexico 87508

Phone: 505-992-3096
Fax: 505-428-3735
Email: krmartinez@co.santa-fe.nm.us

- B. The Department designates the person listed below as its Program Manager, responsible for overall administration of this Grant Agreement, including compliance and monitoring of Grantee:

Name: Bill Range
Title: E-911 Program Manager
Address: Department of Information Technology
715 Alta Vista
P.O Box 22550


Santa Fe, NM 87501

Phone: 505-827-4804
Fax: 505-827-0273
Email: bill.range@state.nm.us

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

THIS GRANT AGREEMENT has been approved by:

GRANTEE


Authorized Signatory
6.20.15

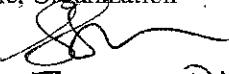
Date

Toly FLORES

(Type or Print Name)

DEPUTY COUNTY MANAGER, SANTA FE COUNTY

Title, Organization


Finance Director
6/28/18

DEPARTMENT OF INFORMATION TECHNOLOGY

By: _____
Darryl M. Ackley, Cabinet Secretary and State CIO

Date

DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____
Duffy Rodriguez, Cabinet Secretary

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	

Section	PSAP Input
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>Apr</i>			
<i>May</i>			
<i>June</i>			
Total			
Month Avg.			
Day Avg.			

Exhibit B

Federal 911 Resource Center Report

Annual Total of Calls
from January 1 through
December 31

Call Types

Wireline	
Wireless	
Voice over Internet Protocol (VoIP)	
Multiline Telephone System (MLTS)	
Telematics	
Other	
Total of All Call Types	

New Mexico E-911 Program Grant
 Local Government Division
 Department of Finance and Administration

Exhibit C

Grantee:	Santa Fe County	Grant Award:	389,068
Address:	35 Camino Justicia	Project Number:	19-E-11
	Santa Fe, NM 87508	Grant Period:	July 1, 2018 - June 30, 2019
Telephone:	505-992-3096		
Number of Funded PSAP Positions:		Santa Fe - 14	

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	136,185
Data MPLS Network	8,100
Wireless Cost Recovery	6,700
Recurring Network/Circuit Subtotal	150,985
Recurring Maintenance	
System Maintenance	186,010
Recurring Maintenance Subtotal	186,010
Services/Training	
911 Related Training	13,000
911 Related GIS	15,000
911 Consulting Services	2,317
GIS Consulting Services	9,756
Interpretive Services	10,000
Minor Equipment	2,000
Services/Training Subtotal	52,073
TOTAL	389,068



