

SANTA FE COUNTY
RESOLUTION 2024-051

A RESOLUTION REQUESTING AUTHORIZATION TO MAKE THE BUDGET ADJUSTMENT DETAILED ON THIS FORM

Whereas, the Board of County Commissioners meeting in regular session on April 9, 2024, did request the following budget adjustment:

Department / Division: Public Safety/Fire Fiscal Year: 2024 (July 1, 2023 - June 30, 2024)
 Budget Adjustment Type (drop down): Other

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	LINE DESCRIPTION	INCREASE AMOUNT	DECREASE AMOUNT
244	0806	372	09-00	Hazmat Grant	\$ 1,000	
Total					\$ 1,000	\$ -

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	LINE DESCRIPTION	INCREASE AMOUNT	DECREASE AMOUNT
244	0806	482	80-03	Hazmat Grant / Equipment and Machinery	\$ 1,000	
Total					\$ 1,000	\$ -

Requesting Department Approval: Maricela Martinez Title: ASD Director Date: 3/21/2024 Log # 58
 Capital/Grants Approval: [Signature] Date: 4/1/2024
 Finance Dept Approval: [Signature] Date: 3/27/2024
 County Mgr Approval: [Signature] Date: 4/9/2024
 Budget Administrator: [Signature] Date: 4/1/24
 Entered by: _____ Date: _____
 Updated by: _____ Date: _____

SFC CLERK RECORDED 04/16/2024

SANTA FE COUNTY
RESOLUTION 2024- 051

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT

(If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.)

1	Please summarize the request and its purpose in the area below. On January 29, 2020, the New Mexico Energy, Minerals and Natural Resources Department (EMNRD) awarded the Fire Department, through an memorandum of understanding (MOU) 20-521-0300-0053, up to \$15,000 each fiscal year the MOU is in effect and provided sufficient funding from the U.S. Department of Energy for the Waste Isolation Pilot Plant (WIPP) transportation safety program. Initially, the Fire Department understood the grant amount for Fiscal Year 2024 was \$4,000, however, in a meeting in February 2024 EMNRD informed the Fire Department the amount available was actually \$5,000 for Fiscal Year 2024. The additional \$1,000 is now being budgeted.	Recurring	Non-Recurring
2	Is this Budget Action for a Recurring or Non Recurring Expense(one-time)	X	X
3	Does this request impact a revenue source?	X	No
A.	Is this a State Special Appropriation? If Yes, cite Statute and attach a copy	X	X
B.	Does this include state or federal funds? If YES, please cite and attach a copy of statute, if a special appropriation, or include grant name, number, award date and amount, and attach a copy of a award letter and proposed budget. <i>MOU 20-521-0300-0053 and EMNRD Revised Award Email attached</i>	X	
C.	Is this request a result of Commission action? If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.)		X
D.	Is a match required? If Yes, please identify funding source in the line below.	X	

PLEASE PROVIDE THE LINE ITEM OF THE MATCH BELOW

FUND	DEPARTMENT	ACTIVITY	ELEMENT	CATEGORY / LINE ITEM	AMOUNT	REGISTERED (Drop Down)

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Santa Fe County that the Local Government Division of the New Mexico Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above.

Approved, Adopted, and Passed This 15th Day of April, 2024.

Santa Fe Board of County Commissioners

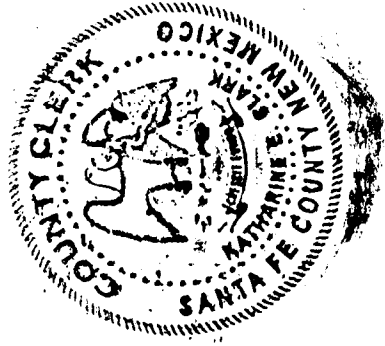
Hank Hughes

Hank Hughes, Chairperson

ATTEST:

Katharine E. Clark

Katharine E. Clark, County Clerk



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss
BCC RESOLUTIONS
PAGES: 14

I Hereby Certify That This Instrument Was Filed for Record On The 16TH Day Of April, 2024 at 03:27:08 PM And Was Duly Recorded as Instrument # 2032013 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Deputy *M. E. Clark* Katharine E. Clark
County Clerk, Santa Fe, NM

**MEMORANDUM OF AGREEMENT
BETWEEN THE
NEW MEXICO ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
AND SANTA FE COUNTY**

THIS MEMORANDUM OF AGREEMENT (MOA) is entered into by and between the State of New Mexico, Energy, Minerals and Natural Resources Department (EMNRD) and Santa Fe County (County).

WHEREAS, EMNRD is responsible for providing staff support to the New Mexico Radioactive Waste Consultation Task Force (Task Force) authorized pursuant to NMSA 1978, § 74-4A-1 through 74-4A-14;

WHEREAS, the U.S. Department of Energy (DOE) has entered into a Cooperative Agreement with EMNRD to implement the Waste Isolation Pilot Plant (WIPP) transportation safety program;

WHEREAS, EMNRD is responsible for management of funds provided under the Cooperative Agreement DE-EM0004167 (Cooperative Agreement) (Attachment 1) between the State of New Mexico and the U.S. Department of Energy Carlsbad Field Office (DOE-CBFO);

WHEREAS, EMNRD is responsible for meeting the requirements of DOE's Special Terms and Conditions for Financial Assistance Awards (Special Terms and Conditions) (Attachment 2);

WHEREAS, in the approved budget (Approved Budget) (Attachment 3) of the Cooperative Agreement between the State of New Mexico and DOE, EMNRD is provided funding to assure that appropriate emergency response personnel in state, local, and tribal governments and emergency response organizations along the New Mexico WIPP routes are properly and adequately equipped to safely and effectively respond to, abate and control, and assist in the mitigation of a WIPP transportation emergency;

WHEREAS, DOE has agreed to provide funds to off-set costs associated with a hazardous materials response to a WIPP transportation event, of which up to \$15,000.00 is allocated under this MOA for the Santa Fe County Fire Department;

WHEREAS, the County does not have an existing mechanism to receive funding from DOE;

WHEREAS, the purpose of this MOA is to provide the County access to the funds provided under the Cooperative Agreement;

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WHEREAS, EMNRD seeks to use its experience in oversight of the Cooperative Agreement to support management of those funds provided within the Approved Budget; and

WHEREAS, EMNRD and the County desire to enter into this MOA for administrative efficiency so that the funds can be expended through a single program,

NOW, THEREFORE, THE PARTIES AGREE as follows:

1. EMNRD shall:

A) provide the County with a statement of annual funding prior to June 1 of each state Fiscal Year;

B) provide management of the funds allocated under the Approved Budget to be provided to the County and to be used by the County Fire Department and reimburse the County for costs incurred under this MOA in an amount not to exceed fifteen thousand dollars (\$15,000.00), including New Mexico Governmental Gross Receipts Taxes, if applicable, and any travel necessary, for each state fiscal year this MOA is in effect, subject to expected approval of the appropriate budget amounts when EMNRD submits its budget to DOE each fiscal year. Upon notification by EMNRD of available Fiscal Year funding, the County and EMNRD shall jointly develop projects that enhance the response to a WIPP transportation event;

C) reimburse the County quarterly, for expenses arising from the MOA in accordance with the Cost Principles for Local Governments located in 2 Code of Federal Regulations (C.F.R.) 200;

D) render assistance in the development of a hazardous materials and radiological response program;

E) determine if the County's project justifications and workplans are sufficient to enhance the response capability as it relates to a WIPP transportation event prior to project start, and review proposed expenditures for funding eligibility;

F) review quarterly progress reports as required under the Special Terms and Conditions; and

G) provide quarterly progress and financial reports to the DOE.

2. The County shall:

A) comply with the established rules and regulations in the Cooperative Agreement;

B) submit in writing to EMNRD WIPP program staff a project justification for approval on each project, and have written approval prior to expending

any funds within this MOA to include all equipment purchases, proposed travel, and training-related expenses;

C) successfully implement, in all respects, the activities outlined below:

- 1) develop and implement a County-wide hazardous materials emergency response training program, including response protocols (to include fire fighters, emergency medical service providers, law enforcement officers, dispatchers, emergency managers, and volunteers, and others as appropriate) that enhances the response capability of emergency responders as it pertains to hazardous materials without negatively impacting other areas of response training;
- 2) use funds to provide OSHA 29 C.F.R. 1910.120 (Attachment 4) compliant awareness level training for personnel that may come upon an incident while performing their normal duties; OSHA 29 C.F.R. 1910.120 compliant operations level training for responders who will likely respond to an incident to take defensive actions to protect nearby persons, property, or the environment;
- 3) provide training on instruction on the State Hazardous Materials Emergency Response Plan (Attachment 5) and emergency response as it applies to an incident involving a WIPP shipment;
- 4) use funds for training-related expenses that enhance the WIPP transportation safety program, including course tuition, course materials, training aids, travel and per diem for fire services related activity, and instructor fees that are incurred for the purpose of enhancing its hazardous materials emergency response capability;
- 5) demonstrate proficiency as it pertains to hazardous materials emergency response through mutually agreed upon participation in drills or exercises conducted by the Task Force. Funds allocated under this MOA may be used to support the local jurisdiction in preparation of and during Task Force training and exercises. Such expenses intended for WIPP training, drills, and exercises will be provided to the County Emergency Manager by the Department of Homeland Security and Emergency Management (DHSEM) through a separate agreement between DHSEM and the County.
- 6) submit detailed statements accounting for all services performed, goods obtained, and expenses incurred to EMNRD for reimbursement. If EMNRD finds that the statement, services, goods, or expenses are not acceptable, within 30 days after the date of receipt of (i) written notice from the County that payment is requested, and (ii) all supporting documentation, EMNRD shall provide the County a letter of exception explaining the defect or objection to the statement, services, goods, or expenses, and outlining steps the County may take to provide remedial action. Upon EMNRD's certification that the statement, supporting documentation, services, goods, or expenses have been received and accepted, EMNRD shall tender payment to the County within 30 days after the date of acceptance. If payment is made by mail, the

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payment shall be deemed tendered on the date it is postmarked. However, EMNRD shall not incur late charges, interest, or penalties, for failure to make payment within the time specified herein;

7) provide written quarterly project performance reports to EMNRD in accordance with the Cooperative Agreement, beginning with the first report due March 30, 2020, and on the last day of the month ending the quarter thereafter throughout the duration of this MOA, and until the completion of all projects, and all funds are expended in the approved Fiscal Year;

8) provide written quarterly financial reports on the projects to EMNRD with the first report due March 30, 2020, and on the last day of the month ending the quarter thereafter throughout the duration of this MOA, and until the completion of all projects, and all funds are expended in the approved fiscal year;

9) pay all costs of the project(s) over the amount set forth in Section 1.B) above; and

10) maintain all equipment within the fire service organization for which it was purchased. The County may only transfer equipment purchased under this MOA upon EMNRD's written approval to a fire service organization that has an MOA with EMNRD for this funding.

3. **Term:** This MOA becomes effective on the date of last signature by the parties to this MOA and shall be ongoing, unless terminated earlier pursuant to Section 5, Termination, or Section 6, Appropriations, below.

4. **Termination:** Either party may terminate this MOA upon written notice delivered to the other at least 15 days prior to the intended termination date. By such termination, neither party may nullify or avoid any obligation required to have been performed prior to termination.

5. **Appropriations:** This MOA's terms are contingent upon the New Mexico Legislature, Board of County Commissioners, and DOE granting sufficient appropriation and authorization. If sufficient appropriation or authorization is not granted, either party may terminate this MOA, or in the alternative suspend performance pending approval of sufficient appropriation or authorization upon written notice from one party to the other. Either party's decision as to whether sufficient appropriations are available shall be final, binding and accepted by the other.

6. **Subcontracting:** The County shall not subcontract any portion of the services it is required to perform under this MOA or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this MOA, without EMNRD's prior written approval.

A. The County is required to provide EMNRD with evidence of competitive procurement for any subcontract, including records of advertisement of bid, proposals received and methods to select each subcontractor

B. Any subcontract shall include provisions necessary to allow the County to meet its obligations and requirements under this Agreement.

7. **Strict Accountability for Receipts and Disbursements:**

A. The County shall be strictly accountable for receipts and disbursements relating hereto and shall make all relevant financial records available to EMNRD, the Department of Finance and Administration, the New Mexico State Auditor, and DOE upon request, and shall maintain all such records for six years after the funding for each project has expired or has been terminated.

B. If the County receives \$750,000 or more in federal funding from all sources in the aggregate in a fiscal year, County's financial records involving services and procurement under this MOA shall be audited annually pursuant to all federal, state and local government audit requirements, and in accordance with the Single Audit Act Amendments of 1996, 2 C.F.R. 200, Subpart F – Audit Requirements, OMB Circular Compliance Supplement and Government Auditing Standards, as prescribed by the Single Audit Act of 1984, or any subsequent OMB Circular. Contractors who do not meet the \$750,000 audit threshold (Tier 7), must complete the State of New Mexico – Office of the State Auditor Certification Form for Tier 1 and Tier 2, or the Office of the State Auditor Agreed Upon Procedures (Tiers 3-6) in accordance with the Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, and 2.2.2.16 NMAC, Annual Financial Procedures Required for Local Public Bodies with Annual Revenues Less than Five Hundred Thousand Dollars. In order to comply with state audit requirements, County shall have one of the above-mentioned Forms or Agreed Upon Procedures on file with the Office of the State Auditor. County shall provide EMNRD with a copy of the independent financial audit, either in hard copy format or on disk, no more than 45 days after the audit's completion for each fiscal year this MOA is in effect.

8. **Disposition, Division, or Distribution of Property: Return of Surplus Funds:** Upon expiration or termination of this MOA, if either party has property or funds in its possession belonging to the other, it shall return the property or funds in proportion to the parties' original contribution.

9. **Equal Opportunity Compliance:** The County 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, and County resolutions or ordinances pertaining to equal

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employment opportunity. In accordance with all such laws of the State of New Mexico, the County assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity be excluded from employment with or participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity performed under this MOA. If the County is found not to be in compliance with these requirements during the life of this MOA, the County agrees to take appropriate steps to correct these deficiencies.

10. **Compliance with Funding Source Conditions:** the County shall comply with all applicable state and federal statutes and rules and regulations the funding source imposes.

11. **Insurance Coverage:** By signing this MOA, the County certifies that activities described in Section 1 above are covered by insurance as specified within this Section, secured in accordance with any method allowed by applicable law, including self-insurance, pooling of self-insured reserves, or insurance provided by a third party. County shall maintain continuous insurance coverage as specified below of the activities described in Section 1 above so long as this MOA is in effect. Failure to maintain such coverage is reason for this MOA's immediate termination. County shall notify EMNRD prior to cancellation or expiration of any insurance required under this MOA.

A. Worker's Compensation protection that complies with the requirements of the New Mexico Workers' Compensation Act, NMSA 1978, § 52-1-1, *et seq.*, if applicable. If County fails to comply with the Workers' Compensation Act and applicable rules when required to do so, EMNRD may terminate this MOA.

B. Comprehensive public liability protection covering property damage and personal injury liability that may arise under this Agreement and any amendments hereto, in amounts equal or greater than liability limits set forth in NMSA 1978, § 41-4-19, as it may be amended from time to time.

12. **Liability:** Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this MOA. Any liability incurred with this MOA is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, *et seq.*, as amended.

13. **Amendment:** This MOA shall not be altered, changed, or amended except by written instrument executed and approved by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have herein below executed this Agreement.

STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES
DEPARTMENT

By: [Signature] Date: 1/29/20
Cabinet Secretary or Designee

SANTA FE COUNTY

By: [Signature] Date: 1.13.2020
Katherine Miller
Santa Fe County Manager

Approved as to form:

[Signature] Date: 1/8/2020
Rachel A. Brown
Interim County Attorney

Finance Division:

[Signature] Date: 01/09/20
Gary L.J. Giron
Finance Director

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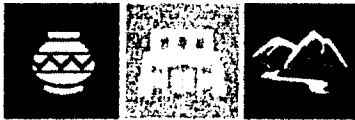
Alicia G. Storer

From: Ignacio A. Dominguez
Sent: Friday, February 9, 2024 8:35 AM
To: Alicia G. Storer
Subject: FW: [EXTERNAL] Question regarding Fire's Hazmat Grant

From: Maricela C. Martinez
Sent: Tuesday, September 19, 2023 9:04 AM
To: Ignacio A. Dominguez <idominguez@santafecountynm.gov>
Subject: FW: [EXTERNAL] Question regarding Fire's Hazmat Grant

FYI

Maricela "Mari" Martinez
Administrative Services Director
Public Safety
505-986-2415



SANTA FE COUNTY

From: DeAgüero, Carrie, EMNRD <Carrie.DeAgüero@emnrd.nm.gov>
Sent: Tuesday, September 19, 2023 8:59 AM
To: Maricela C. Martinez <mcmartinez@santafecountynm.gov>
Cc: Alicia G. Storer <agstorer@santafecountynm.gov>; Trujillo, Eletha, EMNRD <Eletha.Trujillo1@emnrd.nm.gov>
Subject: FW: [EXTERNAL] Question regarding Fire's Hazmat Grant

Warning:

EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Good morning,

They were advised in a meeting in February 2023, that EMNRD would budget them \$5,000.00 for FY2024. The MOA reads "up to...." so the amount they actually receive is contingent on what DOE approved in our budget. They approved \$5,000.00

This email can serve as evidence that Santa Fe County received \$5,000.00 in funding for FY2024.

Thank you.

Eletha J. Trujillo
Bureau Chief, EMNRD-ECMD
Hazardous Waste Planning/WIPP
1220 South St. Francis Drive

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Santa Fe, N.M. 87505
(505) 660-9912

From: DeAguero, Carrie, EMNRD <Carrie.DeAguero@emnrd.nm.gov>
Sent: Tuesday, September 19, 2023 9:22:26 AM
To: Trujillo, Eletha, EMNRD <Eletha.Trujillo1@emnrd.nm.gov>
Subject: FW: [EXTERNAL] Question regarding Fire's Hazmat Grant

See below

Respectfully,

Carrie Ann DeAguero
ECMD/WIPP



"So your telling me there's a chance?"
~Lloyd Christmas~

From: Maricela C. Martinez <mcmartinez@santafecountynm.gov>
Sent: Monday, September 18, 2023 11:06 AM
To: DeAguero, Carrie, EMNRD <Carrie.DeAguero@emnrd.nm.gov>
Cc: Alicia G. Storer <agstorer@santafecountynm.gov>
Subject: [EXTERNAL] Question regarding Fire's Hazmat Grant

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Good morning,

My name is Maricela Martinez and I am the Public Safety Administrative Division Director. I assist all of Public Safety including Fire with all contracts, budgets, grants, general operations and administrative support.

I had a question in regards to the grant for HAZMAT. The grant Agreement indicates that the grant amount is up to \$15,000 every year. I was informed by staff that several meetings were held last year and that Fire was initially only granted \$4,000. Fire budgeted \$4000 for Fiscal Year 2024. Staff has indicated that they have now been informed that this year the amount is \$5,000. Is there any document that can confirm the correct amount the county Fire Department is awarded? We would need to take this to our Board of County Commissioners (BCC) to budget an additional \$1,000 if \$5,000 is the amount budgeted this year.

I want to be sure that Fire spends the appropriate amount of money on time and as required by the grant.

Any assistance is greatly appreciated.

Thank you.

Maricela "Mari" Martinez
Administrative Services Director
Public Safety
505-986-2415

Alicia G. Storer

From: Ignacio A. Dominguez
Sent: Friday, February 9, 2024 9:34 AM
To: Alicia G. Storer
Subject: FW: [EXTERNAL] FY 2024 Work Plan Purchase Request
Attachments: 2024 WIPP work plan.pdf; CODE 3 Quote.pdf

Approval letter from WIPP as well as the work plan I provided Carrie and the Quote

From: DeAgüero, Carrie, EMNRD [mailto:Carrie.DeAgüero@emnrd.nm.gov]
Sent: Friday, February 9, 2024 7:33 AM
To: Ignacio A. Dominguez <ldominguez@santafecountynm.gov>
Subject: RE: [EXTERNAL] FY 2024 Work Plan Purchase Request

Warning:

EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Good morning,

Your agency is approved to move forward with expending funds on the communication radios listed on your PWP on file. Keep in mind, any amount over the yearly allotment with this program, will need another funding source.

Let me know if you have any questions.

Respectfully,

Carrie Ann DeAgüero
ECMD/WIPP



"So your telling me there's a chance?"
~Lloyd Christmas~

From: Ignacio A. Dominguez <ldominguez@santafecountynm.gov>
Sent: Thursday, February 8, 2024 4:01 PM
To: DeAgüero, Carrie, EMNRD <Carrie.DeAgüero@emnrd.nm.gov>
Subject: [EXTERNAL] FY 2024 Work Plan Purchase Request

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Good afternoon ma'am,

Santa Fe County is requesting permission to proceed with purchase of the Kenwood Viking 8000 Portable Radio as referenced in our 2024 work plan. I have attached the quote to this email we will be using. If you have any questions please let me know.

Ignacio Dominguez
Emergency Management Coordinator
Santa Fe County Fire Department
Office of Emergency Management
Office-505-992-3074
Cell-505-231-1641