

City of Las Cruces®

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 3 Ordinance/Resolution# 10-305 Council District:

For Meeting of June 21, 2010
(Adoption Date)

TITLE:

A RESOLUTION AUTHORIZING THE LAS CRUCES POLICE DEPARTMENT TO APPLY AND ACCEPT A GRANT FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$9,870.00 FOR THE "CLICK IT OR TICKET" MOBILIZATION PROJECT, TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE GRANT AGREEMENT, AND TO ADJUST THE FY 2010 BUDGET.

PURPOSE(S) OF ACTION: To secure approval to apply and accept grant funding from the New Mexico Department of Transportation in the amount of \$9,870.00 for the Las Cruces Police Department's "Click It or Ticket" Mobilization Project, and to ratify the city manager's approval for application and acceptance process.

Name of Drafter: Elizabeth Vega		Department: Finance/ Grants		Phone: 575-541-2717	
Department	Signature	Phone	Department	Signature	Phone
Police Department		528-4200	Budget		541-2107
Grant Administration		541-2281	Assistant City Manager		541-2271
Legal		541-2128	City Manager		541-2076

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The New Mexico Department of Transportation is working with local law enforcement to prevent infractions of State seatbelt laws, specifically targeting high-risk populations. They have awarded the Las Cruces Police Department funds to cover overtime personnel cost and other materials necessary to better enforce said laws.

The Las Cruces Police Department—in a measure to be proactive about proper seatbelt use in the City of Las Cruces—is accepting funds from the New Mexico Department of Transportation to fund their continuing "Click It or Ticket" initiative. The added personnel will be used to raise awareness within the community of the safety issues concerning proper seatbelt use throughout the City.

It is through these efforts and visibility that the Las Cruces Police Department will hope to prevent traffic-related injuries and fatalities within the City limits from previous years.

(Continue on additional sheets as required)

SUPPORT INFORMATION:

Fund Name / Account Number	Amount of Expenditure	Budget Amount
Traffic Safety Enforcement Bureau Fund 2424 24140360-551023-37204 – Rev. 2424 24147450-610210-37204 – Exp.	\$9,870.00	\$9,870.00

1. Resolution
2. Exhibit "A". Grant Agreement 10-OP-CIOT-049
3. Exhibit "B". Budget Adjustment

OPTIONS / ALTERNATIVES:

1. Approve Resolution as drafted for the Las Cruces Police Department to accept funds in the amount of \$9,870.00 from the New Mexico Department of Transportation.
2. Disapprove Resolution for the Las Cruces Police Department to accept funds from the New Mexico Department of Transportation. No grant funds will be accepted.
3. Modify or make recommended changes to Resolution.

(Continue on additional sheets as required)

RESOLUTION NO. 10-305

A RESOLUTION AUTHORIZING THE LAS CRUCES POLICE DEPARTMENT TO APPLY AND ACCEPT A GRANT FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$9,870.00 FOR THE "CLICK IT OR TICKET" MOBILIZATION PROJECT, TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE GRANT AGREEMENT, AND TO ADJUST THE FY 2010 BUDGET.

The City Council is informed that:

WHEREAS, the New Mexico Department of Transportation is providing funding opportunities to police departments to help in the enforcement of occupant protection laws and ordinances aimed at increasing seatbelt and proper child restraint usage; and

WHEREAS, the Las Cruces Police Department will use the funds received to support the "Click It or Ticket" program which increases visibility of police officers and educates the public on the importance of obeying seatbelt laws; and

WHEREAS, research has shown that high-visibility enforcement of the State seat belt law is one of the most effective ways to increase seat belt use by high risk groups.

NOW, THEREFORE, be it resolved by the governing body of the City of Las Cruces:

(I)

THAT, the Las Cruces Police Department is authorized to accept a grant in the amount of \$9,870.00 with no cash or in-kind match requirement from the New Mexico Department of Transportation; and

(II)

THAT, the Council does ratify the signature of City Manager on the Grant Agreement to meet grant submission deadline; and

(III)

THAT, City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this 21st day of June 2010.

(SEAL)

ATTEST:

City Clerk

Moved by: _____

Seconded by: _____

APPROVED:

Mayor

VOTE:

Mayor Miyagishima: _____

Councillor Silva: _____

Councillor Connor: _____

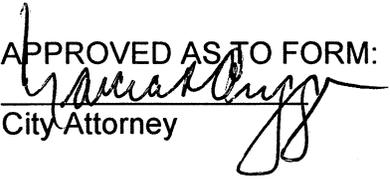
Councillor Pedroza: _____

Councillor Small: _____

Councillor Sorg: _____

Councillor Thomas: _____

APPROVED AS TO FORM:

ASS¹ 
City Attorney

New Mexico Traffic Safety Project Information Sheet

1. Project Title and Project Number:

CLICK IT OR TICKET MOBILIZATION PROJECT

(May 24, 2010 through June 6, 2010)

10-OP-CIOT-049

2. Grantee: LAS CRUCES POLICE DEPARTMENT

Phone: 575-528-4200

Fax: 575-528-4136

Address: P. O. Box 20000

City, State, Zip: Las Cruces, NM 88004

Project Director and Title: Sergeant Joe Triste

3. Government Unit: LAS CRUCES (CITY)

Phone: 575-528-4200

Address: P. O. Box 20000

Fax: 575-528-4136

City, State, Zip: Las Cruces, NM 88004

Authorizing Official and Title: Terrance Moore, City Manager

4. Traffic Safety Bureau Program Manager: Bobbey Perez

Phone: 505-470-7887

5. Budget:

	Fund	Funding Source
Funding Source	10100	402 Federal
Personal Services		\$0.00
Contractual Services		\$0.00
Commodities		\$0.00
Indirect Costs		\$0.00
Other		\$0.00
FUNDING SOURCE TOTAL:		\$9,870.00

End Date: 06/6/10

PROJECT TITLE: CLICK IT OR TICKET (CIOT)
PROJECT NUMBER: 10-OP-CIOT-049
GRANTEE NAME: LAS CRUCES (CITY)

PROJECT AGREEMENT

This AGREEMENT is entered into by and between the State of New Mexico, acting through its NEW MEXICO DEPARTMENT OF TRANSPORTATION, PROGRAMS DIVISION, TRAFFIC SAFETY BUREAU, hereinafter referred to as DEPARTMENT or TSB, and LAS CRUCES (CITY) hereinafter referred to as the GRANTEE.

In consideration of the covenants contained herein and pursuant to the DEPARTMENT'S authority under the Traffic Safety Act, NMSA 1978, Sections 66-7-501 through 66-7-511, as amended, the parties agree as follows:

SECTION ONE – PROJECT PURPOSE AND CONDITIONS:

The purpose of this AGREEMENT is to provide funding to New Mexico law enforcement agencies for enforcement of occupant protection laws and ordinances aimed at increasing seatbelt and proper child restraint usage. The GRANTEE shall comply with all provisions and conditions of this Agreement, including the Traffic Safety Bureau Project Management and Accounting Procedures Manual and the State Procurement Code, NMSA 1978, Sections 13-1-28 to Sections 13-1-1999.

Funding under this agreement will be used for a two-week time period starting May 24, 2010 and ending June 6, 2010. The agency must utilize funding for occupant protection enforcement.

Enforcement agencies participating in the project will be asked to report citation information at the end of the mobilization campaign for the three-week time period. The report format will be determined by the department and provided before the mobilization period.

Research has shown that high-visibility enforcement of the State seat belt law is one of the most effective ways to increase seat belt use by high risk groups. For purposes of this agreement, focus will be on occupant protection for the National Click it or Ticket Mobilization which will focus on New Mexico drivers throughout the state who are not utilizing a seatbelt.

SECTION TWO – PROJECT FUNDING:

1. Federal 402 funds are authorized to institute and promote statewide traffic safety programs through education and enforcement. For the purpose of this agreement, the funds will be used for traffic enforcement overtime and to conduct occupant protection enforcement.
2. The GRANTEE shall pay all PROJECT costs that exceed \$9,870.00.
The project budget is itemized as follows:

Personal Services	\$	0.00
Contractual Services	\$	0.00
Commodities	\$	0.00
Indirect Costs	\$	0.00
<u>Other Costs</u>		<u>\$9,870.00</u>
TOTAL		\$9,870.00

The Grantee may transfer funds between budget categories with prior written approval from the Director of the DEPARTMENT'S Traffic Safety Bureau when the transfer of funds improves program effectiveness.

SECTION THREE – PROGRAM SCOPE OF WORK:**A. MISSION:**

To provide a seamless transportation system that safely and efficiently moves people and supports a growing economy.

The Traffic Safety Bureau is committed to preventing injuries and saving lives by eliminating crashes on New Mexico public roadways. ¡Si Se Puede!

B. PROGRAM SERVICES:

Conduct Occupant Protection Enforcement activities.

C. PERFORMANCE GOALS (statewide):

Increase New Mexico's overall safety belt use from 90.1% (2009 data) to 91% by the end of FY10

Local Goals:

1. Increase seatbelt usage rates in Las Cruces by 2% in FY 2010-11.
2. Increase child restraint usage by 2% in FY 2010-11 in Las Cruces.

D. ACTIVITIES:

1. Conduct individual and joint police agency participation in statewide, highly publicized occupant protection activities, including enforcement activities, nighttime seatbelt enforcement, teen seatbelt enforcement, prevention education programs, local media efforts, and other special awareness activities from May 24, 2010 through June 6, 2010 during the National Click It or Ticket Mobilization.
2. Conduct 131 enforcement units.
3. The agency agrees to conduct each targeted occupant protection enforcement (TOPE) activity for a flat rate of \$75.34 per two (2)-hour block (unit) of enforcement overtime.
4. The GRANTEE shall conduct activities in a manner consistent with TSB'S Project Management and Accounting Procedures Manual and the National Highway Traffic Safety Administration Grants Management Manual.
5. Publicize local occupant protection law enforcement activities and prevention activities.
6. The GRANTEE shall pay all PROJECT costs that exceed \$9,870.00.

E. TRAINING:

1. The Project Management and Accounting Procedures financial training is mandatory for the agency coordinator and payroll administrator.

F. EVALUATION:

1. The GRANTEE will submit the final reimbursement claim and final report by July 9, 2010 which shall detail whether or not performance goals were met including a summary assessment of the project activities. The Final Report will include an analysis of the data reported from this Project Agreement; and an analysis of the accomplishments of the project.

SECTION FOUR - ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:

There shall be strict accountability for all receipts and disbursements relating hereto. The GRANTEE shall maintain all books, documents, papers, accounting records, data and other documentation pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period for three (3) years from the date of final payment under the AGREEMENT. The GRANTEE shall furnish the DEPARTMENT or State Auditor, upon demand, any and all such records relevant to this AGREEMENT and allow them the right to audit all records, which support the terms of this AGREEMENT. If an audit finding determines that specific funding use was inappropriate or not related to the project, the GRANTEE shall reimburse that portion to the DEPARTMENT within thirty (30) days of written notification. If documentation is insufficient to support an audit

by customarily accepted accounting practices, the expenses supported by such insufficient documentation shall be reimbursed to the DEPARTMENT within 30 days.

SECTION FIVE - PROJECT RESPONSIBILITY:

Completing the terms of this Project is the GRANTEE'S sole responsibility and nothing herein is intended to give the DEPARTMENT any responsibility for the Project other than as set forth in this AGREEMENT.

SECTION SIX - 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 DEPARTMENT to the GRANTEE. The DEPARTMENT is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the DEPARTMENT. The DEPARTMENT'S decision as to whether its funds are sufficient for fulfillment of the AGREEMENT shall be final.

SECTION SEVEN - TERMS OF THE AGREEMENT:

This 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 AGREEMENT and not enforceable pursuant to this 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.

SECTION EIGHT – 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 NINE - NEW MEXICO TORT CLAIMS ACT:

No provision of this AGREEMENT establishes any waiver of immunity from liability for alleged tortious conduct of any employee of the DEPARTMENT or the GRANTEE arising from the performance of this AGREEMENT apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, and et seq., as amended.

SECTION TEN - SEVERABILITY:

In the event that any portion of this AGREEMENT is determined to be void, unconstitutional or otherwise unenforceable; the remainder of this AGREEMENT shall remain in full force and effect.

SECTION ELEVEN - AMENDMENT:

This AGREEMENT shall not be altered, modified, or amended except by an instrument in writing and executed by the parties hereto.

SECTION TWELVE - REIMBURSEMENT:

Funds expended by the GRANTEE for the purposes stated in Section Three – Program Scope of Work shall be reimbursed by the DEPARTMENT to the GRANTEE. The DEPARTMENT shall not reimburse the GRANTEE for any costs incurred prior to the full execution of the AGREEMENT, after the expiration of the AGREEMENT, or in excess of the maximum dollar amount of the AGREEMENT, unless the maximum dollar amount is duly amended prior to incurring cost for services or deliverables. Claims for reimbursement must be fully completed and submitted at least quarterly on the required forms provided by the DEPARTMENT. All reimbursement claims must be received by the DEPARTMENT no later than 30 days after the end date of this AGREEMENT. Documentation as outlined in the Traffic Safety Bureau's Project Management and Accounting Procedures Manual must be retained in the GRANTEE'S files.

SECTION THIRTEEN - EFFECTIVE DATE and TERMINATION:

- A. This AGREEMENT becomes effective on May 24, 2010 or upon signature of the DEPARTMENT'S Cabinet Secretary, whichever is later.
- B. This AGREEMENT must be received by the DEPARTMENT within sixty (60) days of the Deputy Secretary's signature date in order to be valid. Extension of the sixty (60) days must be requested and approved in writing by the Traffic Safety Bureau prior to the expiration of (60) days.
- C. This AGREEMENT shall terminate June 6, 2010. Neither party shall have any obligation to continue to deliver services or pay compensation for services rendered under this AGREEMENT after said date. If the GRANTEE fails to comply with any provisions of this AGREEMENT, the DEPARTMENT has the option to terminate this AGREEMENT. By such termination, neither party may nullify obligations already incurred for performance of failure to perform prior to termination of the AGREEMENT.

SECTION FOURTEEN - EQUAL OPPORTUNITY COMPLIANCE:

The GRANTEE 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. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the GRANTEE agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, sex, sexual preference, age or handicap, 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 AGREEMENT. If the GRANTEE is found to be not in compliance with these requirements during the life of this AGREEMENT, the GRANTEE agrees to take appropriate steps to correct these deficiencies.

SECTION FIFTEEN - CIVIL RIGHTS LAWS AND REGULATIONS COMPLIANCE:

The DEPARTMENT and GRANTEE shall comply with all federal, state, and local laws and ordinances applicable to the work called for herein. The DEPARTMENT and GRANTEE further agree to operate under and be controlled by Title VI, and Title VII of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the Americans with Disabilities Act of 1990, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, the New Mexico Human Rights act, and Executive Order No. 11246 entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60). Accordingly, 49 CFR 21 is applicable to this AGREEMENT and is incorporated herein by reference.

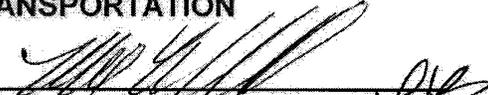
SECTION SIXTEEN - CERTIFICATIONS AND ASSURANCES:

Where this AGREEMENT involves federal funds the GRANTEE shall comply with all applicable Certifications and Assurances set forth in the current New Mexico Highway Safety Performance Plan.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

**GRANTEE NAME:
LAS CRUCES (CITY)**

BY: 
MAX E. VALERIO P.E.
DEPUTY SECRETARY OF PROGRAMS
AND INFRASTRUCTURE

BY: 
TERRANCE MOORE
AUTHORIZED OFFICIAL
TITLE: CITY MANAGER

DATE: 4/22/10

DATE: 5/3/10

*announced on the form
By Ag. P. (let) Lennelly
In lieu of city attorney*

**CITY OF LAS CRUCES
ADOPTED BUDGET FY 2009/2010**

FUND	DIVISION		FUND TYPE	
Traffic Safety Bureau Enforcement Grant Fund 2424	Police		Special Revenue	
	FY 2008/09 Prelim Actual*	FY 2009/10 Adopted	Adjustment	FY 2009/10 Adjusted
RESOURCES				
Beginning Balance	\$ 68,576	78,901		78,901
REVENUES				
24140220-552018 TSB Underage Alcohol	\$ 0	0		0
24140220-552018-30702 TSB Underage Drinking 2007	0	0		0
24140230-552018 TSB Operation DWI	8,050	0		0
24140230-552018-37002 TSB Operation DWI	36,135	0		0
24140230-552018-37006 TSB DWI '08	83,754	12,462		12,462
24140240-552018 TSB Oper Buckledown '06	0	0		0
24140240-552018-37003 Oper Buckledown '07	0	0		0
24140240-552018-37200 TSB Click it or Ticket	(192)	0		0
24140240-552018-37005 Operation Buckledown '08	5,680	2,292		2,292
24140230-552018-37201 Click it or Ticket 2009	9,813	96,216		96,216
24140360-551023-37202 Teen Seatbelt Grant	0	1,959		1,959
24140360-551023-37203 Teen Seatbelt Grant	0	1,959		1,959
24140360-551023-37204 Click it or Ticket 2010	0	0	9,870	9,870
24140240-552018-37011 Operation Buckledown 2010	0	5,898		5,898
Total Revenues	\$ 143,240	120,786	9,870	130,656
Total Resources	\$ 211,816	199,687	9,870	209,557
EXPENDITURES				
24147260-Various Underage Alcohol	\$ 0	0		0
24147260-Various-30702 Underage Alcohol	0	0		0
24147270-Various Operation DWI	323	0		0
24147270-Various-37002 Operation DWI (TSB)	35,796	0		0
24147270-Various-37006 Operation DWI (TSB)	79,594	91,085		91,085
24147280-Various Operation Buckledown '06	2,551	0		0
24147280-610210-37003 Operation Buckledown '07	167	0		0
24147280-610210-37005 Operation Buckledown '08	5,681	2,292		2,292
24140240-37200 Click It or Ticket	0	0		0
24147280-Various-37201 Click it or Ticket 2009	8,803	96,216		96,216
24147450-610210-37202 Teen Seatbelt Grant	0	1,959		1,959
24147450-610210-37203 Teen Seatbelt Grant	0	1,959		1,959
24147450-610210-37204 Click it or Ticket 2010	0	0	9,870	9,870
24147280-610210-37011 Operation Buckledown 2010	0	5,898		5,898
Total Expenditures	\$ 132,915	199,409	9,870	209,279
ENDING BALANCE	\$ 78,901	278	0	278