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City of Las Cruces²⁶
 PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 3 Ordinance/Resolution# 11-025 Council District:

For Meeting of August 2, 2010
 (Adoption Date)

TITLE:

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT, AS THE FISCAL AGENT FOR MESILLA VALLEY SAFETY COUNCIL, A GRANT IN THE AMOUNT OF \$27,091 FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION, TRAFFIC SAFETY BUREAU TO CONDUCT COMMUNITY DWI PROGRAMS, TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE FUNDING CONTRACT AND CONTRACT EXTENSION TO JUNE 30, 2011 AND TO ADJUST THE FY 2011 BUDGET.

PURPOSE(S) OF ACTION: To accept this grant as fiscal agent for the Mesilla Valley Safety Council, to ratify the City Manager's signature on the Project Agreement and Amendment #1 extending the time period to perform the Agreement activities, and to adjust the budget.

Drafter and Staff Contact: Maria J. Nape		Department: Finance/GAO		Phone: 541-2104	
Department	Signature	Phone	Department	Signature	Phone
Department Director		541-2050	Budget		541-2107
Grants Administration			Assistant City Manager		541-2271
Legal		541-2128	City Manager		541-2076

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The New Mexico Department of Transportation Traffic Safety Bureau awarded the Mesilla Valley Safety Council (MVSC) \$27,091 for the purpose of conducting community DWI programs. The City of Las Cruces, in its capacity as fiscal agent for MVSC, seeks approval to accept this grant, ratify the City Manager's signature on the Project Agreement and Amendment #1 extending the time period to perform the Agreement activities and to adjust the budget.

SUPPORT INFORMATION:

1. Resolution
2. Exhibit "A" – Resolution 10-028
3. Exhibit "B" – Grant Acceptance Package
4. Exhibit "C" – Contract

(Continue on additional sheets as required)

- 5. Exhibit "D" - Project Agreement Amendment
- 6. Exhibit "E" – Budget Adjustment

SOURCE OF FUNDING:

Is this action already budgeted?	Yes	<input checked="" type="checkbox"/>	See fund summary below
	No	<input type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from:
		<input checked="" type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
	<input type="checkbox"/>	Proposed funding is from fund balance in the _____ Fund.	
Does this action create any revenue?	Yes	<input checked="" type="checkbox"/>	Funds will be deposited into this fund: 7430 MV Safety
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

FUND SUMMARY:

Fund Name(s) Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
MV Safety - Revenue 74000060-552018-37014	\$27,091	\$41,195	\$27,091	Fulfill the scope of the grant activities
MV Safety - Expense 74007010-Various-37014	\$27,091	\$41,195	\$27,091	MV Safety expenses

OPTIONS / ALTERNATIVES:

- 1. Vote "Yes"; this will accept the grant on behalf of Mesilla Valley Safety Council (MVSC), enabling MVSC to provide community DWI programs.
- 2. Vote "No"; this will result in rejection of the grant applied for by the City of Las Cruces in its capacity as fiscal agent for the MVSC and will result in the cancellation of scheduled community DWI programs.
- 3. Vote to "Amend"; this could result in loss of the grant to provide community DWI programs.
- 4. Vote to "Table"; this could result in loss of the grant to provide community DWI programs

REFERENCE INFORMATION

(Continue on additional sheets as required)

RESOLUTION NO. 11-025

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT, AS THE FISCAL AGENT FOR MESILLA VALLEY SAFETY COUNCIL, A GRANT IN THE AMOUNT OF \$27,091 FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION, TRAFFIC SAFETY BUREAU TO CONDUCT COMMUNITY DWI PROGRAMS, TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE FUNDING CONTRACT AND CONTRACT EXTENSION TO JUNE 30, 2011 AND TO ADJUST THE FY 2011 BUDGET.

The City Council is informed that:

WHEREAS, Resolution #10-028 authorized the City of Las Cruces to continue to act as the fiscal agent for the MVSC and submit an application for funding to the New Mexico Department of Transportation, Traffic Safety Bureau in the amount of \$27,091; and

WHEREAS, the Mesilla Valley Safety Council coordinates through area law enforcement and other agencies and organizations to conduct joint activities to reduce DWI and underage/binge drinking; and

WHEREAS, the City of Las Cruces, as fiscal agent for the MVSC, was awarded this grant on June 8, 2010; and

WHEREAS, the NM Department of Transportation, Traffic Safety Bureau has agreed to extend the project for a period of one (1) year, until June 30, 2011.

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

(I)

THAT the City Council approves acceptance of the NM Department of Transportation grant for DWI community programs.

(II)

THAT the City Council ratifies the City Manager's signature on the funding contract.

(III)

THAT the FY 2011 budget will be adjusted accordingly.

(IV)

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

DONE AND APPROVED this 2nd day of August, 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:



City Attorney

RESOLUTION NO. 10-028

A RESOLUTION RESCINDING AND REPEALING RESOLUTION NO. 09-288, ADOPTED JUNE 1, 2009 AND AUTHORIZING THE CITY OF LAS CRUCES TO CONTINUE TO ACT AS THE FISCAL AGENT FOR THE MESILLA VALLEY SAFETY COUNCIL AND TO SUBMIT AN APPLICATION FOR A GRANT IN AN AMOUNT NOT TO EXCEED \$27,091 TO THE NEW MEXICO DEPARTMENT OF TRANSPORTATION.

The City Council is informed that:

WHEREAS, the incidence of crashes and fatalities related to DWI, and problems associated with binge and underage drinking in New Mexico, has been among the highest in the nation for years; and

WHEREAS, the Mesilla Valley Safety Council is the recognized "Task Force" for development of a safety plan, under Department of Transportation, Traffic Safety Bureau regulations, on behalf of all participating governmental entities in Doña Ana County; and

WHEREAS, through the Mesilla Valley Safety Council, area law enforcement and other agencies and organizations have agreed to conduct joint activities to reduce DWI and underage/binge drinking; and

WHEREAS, the intent of Resolution 09-288, adopted on June 1, 2009, can no longer be carried out due to changed circumstances, and

WHEREAS, the City of Las Cruces, City of Sunland Park, Village of Hatch, and Town of Mesilla, agree that the City of Las Cruces will be the fiscal agent for this grant.

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

(I)

THAT Resolution 09-288 is hereby rescinded and repealed.

(II)

THAT the attached draft grant application, marked as Exhibit "A" is hereby approved for submission to the Department of Transportation, Traffic Safety Bureau.

(III)

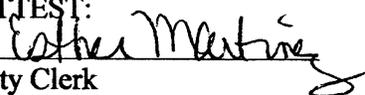
THAT the City of Las Cruces will act as the fiscal agent for the grant funds, should they be made available to the Mesilla Valley Safety Council.

(III)

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

DONE AND APPROVED this 20th day of July, 2009.


Mayor

ATTEST:

City Clerk
(SEAL)

Moved by: Silva

Seconded by: Connor

APPROVED AS TO FORM:


City Attorney

VOTE:	
Mayor Miyagishima:	<u> Aye </u>
Councillor Silva:	<u> Aye </u>
Councillor Connor:	<u> Aye </u>
Councillor Archuleta:	<u> Aye </u>
Councillor Small:	<u> Aye </u>
Councillor Jones:	<u> Aye </u>
Councillor Thomas:	<u> Aye </u>

Grant Acceptance Package

Grant Acceptance Verification and Signature

Opportunity Title: Community DWI Programs

Offering Agency: New Mexico Dept. Transportation
Traffic Safety Bureau

Opportunity Number: N/A

Amount Awarded: \$27,091.00

Performance Period: July 1, 2010 – June 30, 2011
(This the one-year extension approved by NMDOT)

Requesting Agency/Department: Mesilla Valley Safety Council
Through fiscal agency agreement in Res. 10-028

GAO/Grant Writer: Maria Nape

SUPPORT INFORMATION:

The City of Las Cruces agreed in Res. 10-028 to be the fiscal agent for the Mesilla Valley Safety Council to apply for this grant in the amount of \$27,091.00 from the New Mexico Department of Transportation Traffic Safety Bureau to implement Community DWI programs. The grant was awarded, the contract was signed by the NMDOT on 6-8-2010. NMDOT has agreed to a one-year contract extension.

OPTIONS

1. Agree with request to amend project agreement extending performance period of contract to June 30, 2011. Affirmed by signature below and contract amendment execution. Package to be returned to GAO.
2. Disagree, funding agreement to be returned to funder. Unsigned package to be returned to GAO.

Approved:



City Manager

Date

6/30/10

Approved as to Form:



City Attorney

CMP #2.2 Effective 07/06/09: The City Manager may authorize the application for any grant with these exceptions:
 The grant award is anticipated to be in excess of \$50,000 and funding has not been appropriated as part of the current budget.
 The ARRA grant award is anticipated to be in excess of \$500,000 and funding has not been appropriated as part of the current budget.
 The acceptance of the grant will require City Council to adjust the current budget to appropriate matching funds.
 The grant requirements stipulate that the City will continue to operate and fund the project/program after the grant period is complete.
 The grant requirements stipulate that the City enter into a new Memorandum of Understanding or a Joint Powers Agreement with another entity.

PROJECT TITLE: Community DWI Programs
PROJECT NUMBER: 10-CD-05-049
GRANTEE NAME: LAS CRUCES (City of)

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 of), hereinafter referred to as the "GRANTEE," collectively referred to as the "PARTIES."

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 fund activities to reduce DWI, which are of permanent direct benefit to traffic safety in New Mexico. 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 13-1-199.

SECTION TWO – PROJECT FUNDING:

Funding for this Community DWI (CDWI) project comes from a \$75.00 fee imposed on convicted drunk drivers as allowed by Section 31-12-7(B), and Regulation 18.20.6 NMAC (2004).

The total estimated cost for the PROJECT is \$27,091.00

The GRANTEE shall pay all PROJECT costs that exceed \$27,091.00.

The project budget is itemized as follows:

Personal Services	\$13,300.00
Contractual Services	\$13,591.00
Commodities	\$200.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$27,091.00

The Grantee may transfer funds between budget categories with prior written approval from TSB 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.

B. PROGRAM SERVICES:

Program will provide services and/or items to the community to reduce DWI crashes and fatalities and work with local law enforcement agencies to conduct high visibility DWI enforcement activities to increase public safety in the City of Las Cruces.

PERFORMANCE GOALS (statewide):

At the state level:

1. Reduce the number of alcohol-related fatalities from 178 (FY07 data, most recent available) to 158 by the end of FY10.
2. Reduce the percent of alcohol-related fatalities among all traffic crash fatalities from 40% (FY07 data most recent available) to 39% by the end of FY10.
3. Reduce the alcohol-involved traffic fatality rate of 0.67 per 100M VMT (FY07 data, most recent available) to 0.58 per 100M VMT by the end of FY10.
4. Reduce the alcohol-involved fatal crash rate of 7.94 per 100,000 population (FY07 data, most recent available) to 6.87 per 100,000 population, by the end of FY10.
5. Reduce the alcohol-involved serious injury crash rate of 31 per 100,000 population (FY07 data, most recent available) to 29 per 100,000 population, by the end of FY10.

Local Goals:

1. Reduce alcohol related crashes by 10% in the City of Las Cruces in 2010.
2. Reduce the number of underage drinkers and underage DWI's by 10% in the City of Las Cruces in 2010.

C. ACTIVITIES: The Grantee shall:

1. Conduct activities in a manner consistent with TSB's Project Management and Accounting Procedures Manual.
2. Designate a Project Director who will be the Grantee's contact person with respect to all matters involving this project.
3. Allocate funds for Conference and training fees, per diem, and other related costs.
4. Attend DWI trainings as requested by the Department.

5. The GRANTEE shall pay all PROJECT costs that exceed \$27,091.00.

ENFORCEMENT:

6. Provide funding for the Las Cruces Police Department and Hatch Police Department to conduct approximately eighteen (18) saturation patrols and approximately nine (9) underage drinking enforcement activities.

PUBLIC INFORMATION AND EDUCATION (PI & E):

7. Provide funding for Dona Ana Action for Youth to participate and conduct the following activities:

Activity 1 Dona Ana Action for Youth (DAAY) staff and youth members will partner with Special Investigations Division to conduct a Shoulder Tap/Sticker Shock Campaign. This operation will take place at 10 stores where alcohol is sold that will include local convenient stores, Walgreen Stores and larger grocery chain stores where alcohol is sold. The store locations will take place within two regions - the Las Cruces area and the southern region area of Dona Ana County. Dates TBA. Approximately 50 hours for this activity. Hours will include planning, preparing and organizing materials, letters to store managers, meeting with staff, NMSU student intern and youth participants, planning and briefing with SID, travel time to and from store locations, time spent at each location, debriefing participants and youth and preparing post report.

Activity 2 DAAY staff and high school age youth members will attend three DWI Checkpoints with New Mexico State Police and the City of Las Cruces Police Dept. The purpose of attending the checkpoints is to educate our youth members to the consequences of drinking and driving so they can take back what they learned to their parents, siblings and peers. Approximately 30 hours for this activity. Hours will include planning, meeting with staff and youth participants to discuss purpose and safety procedures, preparing youth permission slips, briefing with youth parent's, LCPD and NMSP, travel time to and from checkpoint locations, prepare activity report, debrief with staff and youth participants and plan how information learned will be presented by youth.

Activity 3 Las Montanas Charter High School DAAY youth council will participate in an Underage Drinking Prevention Town Hall for the LMCHS parents. The focus of this Town Hall is to present materials on how alcohol affects the teenage brain and what parents can do to keep their teens and other youth from accessing and consuming alcohol. Approximately 10 hours for this activity. Hours will include planning and preparing the youth participation in the town hall.

Activity 4 DAAY will implement and execute "Protecting You Protecting Me" education/prevention curriculum. The curriculum takes the stand of "Zero Tolerance" on the use of any illegal drugs, and use of alcoholic beverages by persons under 21 years of age, and any misuse or high risk use of psychoactive medications or substances. The curriculum is

based on the complimentary and reinforcing mechanism of risk reduction and resilience and protective factor enhancement. This curriculum will be implemented for youth ages 5 through 12 who reside at Valley Vista Housing Community under the Las Cruces Housing Authority. This community is low to extreme low income and houses more than 60 youth. DAAAY is currently delivering an after-school program focusing on anti-violence and academic support for youth ages 5 to 17 years of age. Approximately 60 hours for this activity. Hours will include planning, preparing and organizing materials for program implementation and execution, preparing letters and permission slips to parents, and preparing post report and evaluation.

Activity 5 DAAAY will participate in the Las Cruces Electric Light Parade (4th of July Celebration float entry) by constructing a float that will deliver messages regarding underage drinking prevention. Approximately 75 hours for this activity. Hours will include working with our youth members on the float design, building and dismantling the float, and displaying in the parade.

PREVENTION:

8. Provide funding for J & R Enterprises to participate and conduct the following activities:

1. Oñate and Mayfield High School Drivers Ed Classes, approximately , 125+ students in total, during 4 presentations @ 7am and 3:45pm – Presentation and discussion about teen driving, alcohol use, affects, risks and consequences and Branded for Life information and materials. Shown is a MADD assembly presentation that includes discussion. Planning and presentation – Approximately 20 hours for this activity.
2. Just Walk Away 2-10K Walk and Health Fair for Underage Drinking Prevention, bi-annual fall event. This event gives us an opportunity to not only reach those youth and adult participants, but also to have the chance to go onto radio talk shows, make announcements on other stations, and get articles and announcements in the newspapers.

Planning meetings	Approx	10 hrs.
Calls to Media – press release, send out, follow-up		10 hrs.
Media presentations about UDP & event (talk shows)		10 hrs.
Organizing materials, signs, water bottles, booth		20 hrs.
Event set-up, registration, take-down and put-away		20 hrs.
Post-event evaluation and debriefing		5 hrs.
Outreach will include direct participants of 150+ and media viewers 50,000+		

Approximately 75 hrs for this activity.

3. Las Montañas Charter HS presentations on Alcohol Media Literacy and Effects of UAD

Presentations will be made to these high risk student groups classroom style and/or in assembly style with information from Peter DeBenedettus' Alcohol Media Literacy

Challenge and also information about the risks and consequences of drinking and DWI using "Fork In the Road" slides from the NAS Report by FACE and MADD video "Simple Plan" depicting a teen DWI crash and how it affects the entire family. 150+ students.
 Approximately 10 hours for this activity.

4. Gadsden HS presentations on Alcohol Media Literacy and Effects of UAD

Presentations will be made to these high risk student groups classroom style and/or in assembly style with information from Peter DeBenedittis' Alcohol Media Literacy Challenge and also information about the risks and consequences of drinking and DWI using "Fork In the Road" slides from the NAS Report by FACE and MADD video "Simple Plan" depicting a teen DWI crash and how it affects the entire family. 250+Students.
 Approximately 10 hours for this activity.

5. Las Cruces Housing Authority 2-day youth retreat on underage drinking prevention.

We will collaborate with DAAY to hold a retreat for the youth who reside at Valley Vista Housing Community under the Las Cruces Housing Authority. This low-income housing community has approx. 60 youth that DAAY is currently providing an after-school program for their youth ages 5 to 16 years of age. Age appropriate materials from MADD and previously mentioned presentations will be used.
 Approximately 15 hours for this activity.

Quarterly Projections:	1st	2nd	3rd	4 th
1. Activities consistent with TSB procedures	Entire Year			
2. Designate Project Director for CDWI	Entire Year			
3. Funding for Conference and training fees, per diem, and other related costs.	Entire Year			
4. Attend all DWI conferences and training	Entire Year			
5. Las Cruces P.D. and Hatch P.D. will conduct saturation patrols and underage drinking enforcement activities.	Entire Year			
6. Dona Ana Action for Youth (DAAY) will conduct various underage drinking prevention activities outlined in the "Scope of Work".	Entire Year.....			
7. J & R Enterprises will conduct various underage drinking prevention activities outlined in the "Scope of Work".	Entire Year			
8. The Grantee shall pay all project costs that exceed \$27,091.00	Entire Year			

9. TRAINING:

The CDWI Conference if held by TSB is mandatory for the Project Director and will be required to participate in the once a year training and any other trainings as determined by TSB to be necessary to implement program activities. If the Project Director cannot attend the training, the agency must send a representative.

10. EVALUATION:

The GRANTEE will submit its quarterly reports by October 31, January 31, April 30, and August 31 of each year this Agreement is in effect.

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 to the DEPARTMENT at GRANTEE'S respective offices at all reasonable times during the AGREEMENT period and 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 a 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 of the audit finding. 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 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 or is intended to create 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 TORTS CLAIM 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:

This AGREEMENT becomes effective on July 1, 2009 or upon signature by both parties, whichever is later, and shall terminate on June 30, 2010. Neither party shall have any obligation under this AGREEMENT after the AGREEMENT terminates. This AGREEMENT must be received by the DEPARTMENT within sixty (60) days of the Deputy Secretary's signature date in order to be valid.

If the GRANTEE fails to comply with any provisions of this AGREEMENT, the DEPARTMENT has the option to terminate this AGREEMENT. The termination shall become effective 30 days after the DEPARTMENT delivers written notice to the GRANTEE of the DEPARTMENT'S intent to terminate the 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.

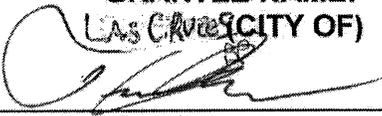
IN WITNESS WHEREOF, the parties have executed this AGREEMENT.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

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

DATE: 6/5/10

GRANTEE NAME:

Las Cruces (CITY OF)


BY: _____
TERRANCE MOORE
AUTHORIZING OFFICIAL
TITLE: CITY MANAGER

DATE: 6/23/10

APPROVED AS TO FORM:

CITY Attorney

**PROJECT AGREEMENT AMENDMENT
BETWEEN
THE NEW MEXICO DEPARTMENT OF TRANSPORTATION
AND
LAS CRUCES (CITY OF)**

The agreement made and entered into by and between the **State of New Mexico, Department of Transportation** (hereinafter referred to as the **DEPARTMENT**) and **LAS CRUCES (CITY OF)** (hereinafter referred to as the **SUB-GRANTEE**) is **AMENDED** by the parties as follows:

The project amount and budget categories shall remain as follows:

	Awarded Amount	Increase	(Decrease)	Revised Amount
Personal Services	\$ 13,300.00			
Contractual Services	\$ 13,591.00			
Commodities	\$ 200.00			
Indirect Costs	\$ 0.00			
Other	\$ 0.00			
Totals	\$ 27,091.00			

Project agreement 10-CD-05-049 shall be amended as follows:

Section THIRTEEN – EFFECTIVE DATE and TERMINATION:

“This AGREEMENT becomes effective on July 1, 2009 or upon signature by both parties, whichever is later, and shall terminate on June 30, 2011.

Total compensation shall not exceed **\$27,091.00**. It is understood between the parties that all other terms and conditions of the Project Agreement shall remain the same, except as amended in writing.

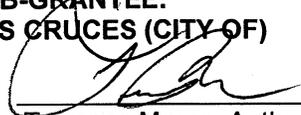
NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: 
Max E. Valerio, P. E.
Deputy Secretary of Programs and Infrastructure

Date: 6/25/10

cc: Finance Unit – for immediate handling
Grant File #10-CD-05-049

**SUB-GRANTEE:
LAS CRUCES (CITY OF)**

By: 
Terrance Moore, Authorized Official
Title: City Manager

Date: 6/30/10

APPROVED AS TO FORM:

City Attorney

**CITY OF LAS CRUCES
ADOPTED BUDGET FY 2010/2011**

FUND	DIVISION		FUND TYPE	
Mesilla Valley Safety Council Fund 7430	Administration		Fiduciary	
	FY 2009/10 Projected*	FY 2010/11 Adopted	Adjustment	FY 2010/11 Adjusted
RESOURCES				
Beginning Balance	\$ 45,901	45,901		45,901
REVENUES				
552009 NM Dept of Transp (Community DWI Grant)	\$ 16,806	41,195	(14,104)	27,091
Total Revenues	\$ 16,806	41,195	(14,104)	27,091
Total Resources	\$ 62,707	87,096	(14,104)	72,992
EXPENDITURES				
74007010 Operation DWI				
Personnel	\$ 0	20,280		20,280
Operating	16,806	20,915	(14,104)	6,811
Total 74007010	16,806	41,195	(14,104)	27,091
Total Expenditures	\$ 16,806	41,195	(14,104)	27,091
ENDING BALANCE	\$ 45,901	45,901	0	45,901

*Projected based on 8 months actual through February 28, 2010 and 4 months projected.