

City of Las Cruces®

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

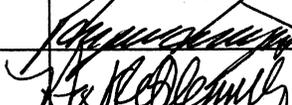
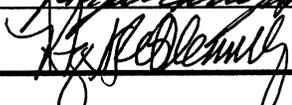
Item # 4 Ordinance/Resolution# 11-129 Council District: All

For Meeting of December 6, 2010

(Adoption Date)

TITLE: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES, ON BEHALF OF THE LAS CRUCES POLICE DEPARTMENT (LCPD) TO ACCEPT A GRANT IN THE AMOUNT OF \$12,695, WITH NO MATCH REQUIRED, FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (TRAFFIC SAFETY BUREAU), TO REIMBURSE THE CITY OF LAS CRUCES FOR OVERTIME WAGES PAID TO POLICE OFFICERS FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM, TO RATIFY THE CITY MANAGER'S SIGNATURE TO MEET GRANT DEADLINES AND TO ADJUST THE FY 2011 BUDGET.

PURPOSE(S) OF ACTION: To authorize LCPD to accept a grant from the New Mexico Dept. Transportation, Traffic Safety Bureau, for the LCPD to participate in the Selective Traffic Enforcement Program for FY 2011.

Drafter and Staff Contact: Maria J. Nape		Department: Finance/GAO		Phone: 541-2104	
Department	Signature	Phone	Department	Signature	Phone
Police Department		528-4200	Budget		541-2107
GAO		541-2281	Assistant City Manager		541-2271
Legal		541-2128	City Manager		541-2076

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS: The Las Cruces Police Department received notification of FY2011 grant from the New Mexico Dept. Transportation, Traffic Safety Bureau (without application). The funds are designated for law enforcement overtime only – for traffic safety related enforcement in target locations during months when traffic crashes are increased. Statewide goals include reducing the number of speeding-related fatalities.

SUPPORT INFORMATION:

1. Resolution
2. Exhibit "A" – Grant Acceptance Package
3. Exhibit "B" – Grant Agreement
4. Exhibit "C" – Budget Adjustment

(Continue on additional sheets as required)

SOURCE OF FUNDING:

Is this action already budgeted?	Yes	<input type="checkbox"/>	See fund summary below
	No	<input checked="" 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 (# and Fund Name) Fund.	
Does this action create any revenue?	Yes	<input checked="" type="checkbox"/>	Funds will be deposited into this fund: <u>2422 STEP Grant Fund</u> in the amount of \$12,695 for FY11.
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

BUDGET NARRATIVE

Funds in the amount of \$12,695 will be budgeted in account 2422 STEP Grant Fund, and to be spent on law enforcement overtime engaged in speed enforcement in targeted areas where traffic crashes are increased.

FUND EXPENDITURE SUMMARY

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
N/A					

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will accept the \$12,695 in grant funds from the New Mexico Department of Transportation, Traffic Safety Bureau.
2. Vote "No"; this will deny \$12,695 in grant funds and halt implementation of Selective Traffic Enforcement program.
3. Vote to "Amend"; this could change the grant agreement and delay the process.
4. Vote to "Table"; this option is not available.

REFERENCE INFORMATION:

None.

RESOLUTION NO. 11-129

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES, ON BEHALF OF THE LAS CRUCES POLICE DEPARTMENT (LCPD) TO ACCEPT A GRANT IN THE AMOUNT OF \$12,695, WITH NO MATCH REQUIRED, FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (TRAFFIC SAFETY BUREAU), TO REIMBURSE THE CITY OF LAS CRUCES FOR OVERTIME WAGES PAID TO POLICE OFFICERS FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM, TO RATIFY THE CITY MANAGER'S SIGNATURE TO MEET GRANT DEADLINES AND TO ADJUST THE FY 2011 BUDGET.

The City Council is informed that:

WHEREAS, the New Mexico Department of Transportation, Traffic Safety Bureau, operates a program entitled "Selective Traffic Enforcement Program (STEP);" and

WHEREAS, STEP provides funding for the enforcement of speeding laws and increasing safety at sites with high incidence of automobile crashes; and

WHEREAS, the Las Cruces Police Department received notice of a STEP award for FY2011 in the amount of \$12,695; and

WHEREAS, these funds will be used for officer overtime to implement the objectives of the program.

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

(I)

THAT, the City of Las Cruces is authorized to accept the awarded grant funding on behalf of the Las Cruces Police Department for \$12,695 from the New Mexico Department of Transportation Traffic Safety Bureau.

(II)

THAT, the awarded grant funds will be used for officer overtime for the Selective Traffic Enforcement Program.

(III)

THAT, the awarded grant funds do not require an in-kind match or any other required funding on the part of the City of Las Cruces.

(IV)

THAT, the City of Las Cruces FY 2011 Budget is hereby adjusted as designated in Exhibit C attached hereto and made a part of this resolution.

(V)

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

DONE AND APPROVED this 6th day of December, 2010.

APPROVED:

Mayor

ATTEST:

City Clerk

(SEAL)

VOTE:

Mayor Miyagishima: _____

Councillor Silva: _____

Councillor Connor: _____

Councillor Pedroza: _____

Councillor Small: _____

Councillor Sorg: _____

Councillor Thomas: _____

Moved by: _____

Seconded by: _____

APPROVED AS TO FORM:



City Attorney

Grant Acceptance Package

Grant Acceptance Verification and Signature

Opportunity Title: Selective Traffic Enforcement Program (STEP)

Offering Agency: New Mexico Dept. Transportation
Traffic Safety Bureau

Opportunity Number: N/A

Amount Awarded: \$12,695

Performance Period: 10/1/2010 – 9/30/2011

Requesting Agency/Department: Las Cruces Police Dept.

GAO – Grant Writer: Maria Nape

SUPPORT INFORMATION: This grant funds officer overtime for traffic safety related enforcement in targeted locations when traffic crashes are increased. Statewide goals for this program include reducing the number of speeding-related fatalities.

OPTIONS

1. 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

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: SELECTIVE TRAFFIC ENFORCEMENT PROGRAM
(S.T.E.P.)**
PROJECT NUMBER: 11-RF-01-049
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 Selective Traffic Enforcement Program (S.T.E.P.) activities aimed at reducing traffic-related injuries and fatalities. 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:

1. The total estimated cost for the PROJECT is \$12,695.00. The DEPARTMENT has determined the funding source will be State Road Fund. For the purpose of this program, the funds can be used for traffic-safety related enforcement overtime and training which is subject to change by the DEPARTMENT. Funding sources may change. The GRANTEE will be notified in writing and a written amendment will not be necessary.

2. The GRANTEE shall pay all PROJECT costs that exceed \$12,695.00.

The project budget is itemized as follows:

Personal Services	\$12,695.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect Costs	\$0.00
Other	\$0.00
TOTAL	\$12,695.00

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. *¡Sí Sé Puede!*

B. PROGRAM SERVICES:

1. This program allows for the cost of traffic-safety related enforcement overtime at the officers actual overtime rate to be conducted in high crash locations, identified through the use of local, state, and federal data. The Selective Traffic Enforcement Program (S.T.E.P.) will pay actual time-and-a-half for overtime enforcement in targeted locations in a selected time of day and week during months when traffic crashes are increased. Funding may include officer training and education if the officer has not received S.T.E.P training.
2. Law Enforcement agencies whose jurisdiction lies within a Safety Corridor must utilize S.T.E.P. funding in safety corridor areas and will be allowed to be reimbursed at actual time-and-a-half for overtime expenses for officers to conduct enforcement activities in the 12 New Mexico Safety Corridor designated areas. In addition, Law Enforcement Agencies may utilize 50% of their funding outside of the safety corridor in identified problem areas but may not exceed that amount during the contract period.

C. PERFORMANCE GOALS (statewide):

At the state level:

1. Reduce the number of speeding-related fatalities from 144 in 2009 to 140 in 2011. (C-6; FARS Data)

D. ACTIVITIES: The Grantee shall:

1. The GRANTEE shall conduct activities in a manner consistent with TSB's Project Management and Accounting Procedures Manual, and the State Procurement Code, NMSA 1978, Sections 13-1-28 to Sections 13-1-199.
2. Conduct high visibility patrols while enforcing traffic laws such as speeding, passing in school zones, construction zones and failing to stop for pedestrians and any violations of traffic laws identified in the New Mexico Criminal and Traffic Law Manual.
3. The GRANTEE shall pay all PROJECT costs that exceed \$12,695.00.

E. TRAINING:

1. Officers who request or are assigned to conduct S.T.E.P. operations should attend or must have attended a basic S.T.E.P. eight-hour course, or other specialized traffic safety-related training accredited by the New Mexico Department of Public Safety Training Center.
2. Officers conducting speed enforcement shall be radar certified.
3. Officers conducting or participating in DWI enforcement activities shall have and maintain law enforcement certifications in all areas necessary to conduct alcohol-related stops including all protocols set forth by the State of New Mexico Criminal and Traffic Law Manual.
4. Agency is responsible for submitting all DWI citations to the Motor Vehicle Division of the New Mexico Taxation & Revenue Department within 10 days of the issuance of the citation(s). If citations are not submitted within 10 days, future funding could be affected. Agency is responsible for timely crash reports to be submitted to the Department according to 66-7-207 as per the Criminal and Traffic Law Manual.
5. No equipment will be allowed under this project agreement unless specified in the scope of work and a request and prior approval must be received by the Department and an amendment will be necessary.

F. EVALUATION:

1. The GRANTEE will submit an activity report with each claim.
2. The GRANTEE will submit the final reimbursement claim and final report by October 31, 2011 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 October 1, 2010 or upon signature of the Departments 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. The

Department may reject any agreement executed by the grantee 60 days or more after the Deputy Secretary's signature.

- C. This AGREEMENT shall terminate September 30, 2011. 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: 10/27/10

DATE: 11/6/10

APPROVED AS TO FORM:

City Attorney

New Mexico Traffic Safety Project Information Sheet

1. Project Title and Project Number:

SELECTIVE TRAFFIC ENFORCEMENT

(S.T.E.P.) (October 1, 2010 – September 30, 2011)

11-RF-01-049

2. Grantee: LAS CRUCES POLICE DEPARTMENT
Phone: 575-528-4135

Address: P. O. Box 20000

Fax: 575-528-4136

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	20100	State Road Fund
Personal Services	\$12,695.00	
Contractual Services	\$0.00	
Commodities	\$0.00	
Indirect Costs	\$0.00	
Other	\$0.00	
FUNDING SOURCE TOTAL:	\$12,695.00	

End Date: 09/30/11

CITY OF LAS CRUCES
ADOPTED BUDGET FY 2010/2011

FUND	DIVISION		FUND TYPE	
STEP Fund 2422	Police		Special Revenue	
	FY 2009/10 Projected*	FY 2010/11 Adopted	Adjustment	FY 2010/11 Adjusted
RESOURCES				
Beginning Balance	\$ 6,429	6,429		6,429
REVENUES				
24140070-552067-20510 STEP	\$ 0	0		0
24140070-552018-37001 STEP Grant (TSB) 2008	0	0		0
24140070-552018-37007 STEP Grant (TSB) 2009	18,007	0		0
24140070-552018-37008 STEP Grant (TSB) 2010	8,834	0		0
24140070-552018-37012 STEP Grant Fall	11,107	0		0
STEP Grant 2011	0	0	12,695	12,695
Total Revenues	\$ 37,948	0	12,695	12,695
Total Resources	\$ 44,377	6,429	12,695	19,124
EXPENDITURES				
24147090-610210-20510 Overtime	\$ 0	0		0
24147090-610210-37001 Overtime	0	0		0
24147090-610210-37007 Overtime	18,007	0		0
24147090-610210-37008 Overtime	8,834	0		0
24147090-610210-37012 Overtime	11,107	0		0
STEP Grant 2011	0	0	12,695	12,695
Total Expenditures	\$ 37,948	0	12,695	12,695
ENDING BALANCE	\$ 6,429	6,429	0	6,429

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