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City of Las Cruces[®]
 PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 3 Ordinance/Resolution# 11-229

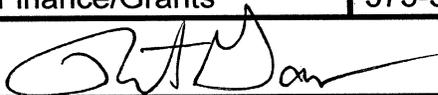
For Meeting of _____
 (Ordinance First Reading Date)

For Meeting of June 6, 2011
 (Adoption Date)

TITLE: A RESOLUTION AUTHORIZING THE LAS CRUCES POLICE DEPARTMENT TO 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 ACCEPTANCE OF THE GRANT AGREEMENT, AND TO ADJUST THE FY 2011 BUDGET.

PURPOSE(S) OF ACTION:

To accept grant and adjust budget.

COUNCIL DISTRICT: ALL		
<u>Drafter/Staff Contact:</u> Elizabeth Vega	<u>Department/Section:</u> Finance/Grants	<u>Phone:</u> 575-541-2717
<u>City Manager Signature:</u>		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

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

LCPD, in a measure to be proactive about proper seatbelt use in the City of Las Cruces, is accepting funds from NMDOT 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 LCPD will hope to reduce and prevent traffic-related injuries and fatalities within the City limits.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Grant Agreement.
3. Exhibit "B", 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 _____ Fund.	
Does this action create any revenue?	Yes	<input checked="" type="checkbox"/>	Funds will be deposited into this fund: <u>2424 TSB Enforcement</u> in the amount of <u>\$ 9,870.00</u> for FY 2011.
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

BUDGET NARRATIVE

Grant funds will be deposited into Fund #2424 (TSB Enforcement) under project #37205 to be used by LCPD to pay for overtime personnel expenditures and other materials necessary during the target "Click It or Ticket" Program.

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	N/A	N/A	N/A	N/A	N/A

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will ratify the City Manager's signature to accept grant funds from NMDOT to be used by LCPD for their "Click It or Ticket" Program. It will also adjust the FY 2011 budget.
2. Vote "No"; this will cause LCPD to revert funds back to NMDOT.
3. Vote to "Amend"; this is not an option as the grant agreement has been signed.
4. Vote to "Table"; this not an option, as grant funds have been accepted.

REFERENCE INFORMATION:

N/A

(Continue on additional sheets as required)

RESOLUTION NO. 11-229

A RESOLUTION AUTHORIZING THE LAS CRUCES POLICE DEPARTMENT TO 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 ACCEPTANCE OF THE GRANT AGREEMENT, AND TO ADJUST THE FY 2011 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 for overtime officer hours for 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 State seat belt laws 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.

(II)

THAT the Council does ratify the City Manager's acceptance of the grant agreement to meet grant submission deadline and to adjust the FY 2011 budget.

(III)

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

DONE AND APPROVED this _____ day of _____, 2011.

APPROVED:

Mayor

ATTEST:

City Clerk

(SEAL)

Moved by _____

Seconded by _____

APPROVED AS TO FORM:

City Attorney

VOTE:

Mayor Miyagishima:	_____
Councillor Silva:	_____
Councillor Connor:	_____
Councillor Pedroza:	_____
Councillor Small:	_____
Councillor Sorg:	_____
Councillor Thomas:	_____

PROJECT TITLE: CLICK IT OR TICKET (CIOT)
PROJECT NUMBER: 11-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 23, 2011 and ending June 5, 2011. The agency must utilize funding for occupant protection enforcement activities.

Enforcement agencies participating in the project will be asked to report citation information at the end of the mobilization campaign for the two-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 405 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	\$9,870.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect Costs	\$0.00
Other Costs	\$0.00
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 89.7% (2010 data) to 90.5% by the end of FY11.

Local Goals:

1. Increase seatbelt usage rates in Las Cruces by 2% in FY 2011-12.
2. Increase child restraint usage by 2% in FY 2011-12 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 23, 2011 through June 5, 2011 during the National Click It or Ticket Mobilization.

2. Conduct 262 hours of enforcement activities during the two-week National Click it or Ticket Mobilization period.
3. The Department will use the rate of \$37.67 dollars per hour in order to estimate the budget for overtime salaries. The Grantee will be required to bill actual rates for each officer paid under this project agreement. However, if the cost is less, the excess funds will be spent doing additional enforcement activities.
4. Agency shall pay officer(s) at a rate not to exceed the officer(s) actual overtime rate.
5. Requests for reimbursement require the designee's original signature.
6. Supporting documentation for reimbursement requests will be maintained at the agency for monitoring purposes and be available upon the Traffic Safety Bureau's request for three (3) years after the expiration date of this Agreement.
7. The Grantee shall notify the enforcement coordinator, the law enforcement liaison assigned to the agency by TSB, and the TSB district program manager of any changes in the agencies project coordinator(s).
8. 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.
9. Publicize local occupant protection law enforcement activities and prevention activities.
10. 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 15, 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 using the required forms provided by the DEPARTMENT. All reimbursement claims must be received by the DEPARTMENT no later than July 15, 2011. 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 23, 2011 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 5, 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**

BY: *Alvin C. Dominguez*
ALVIN C. DOMINGUEZ, P.E.
for CABINET SECRETARY
NEW MEXICO DEPARTMENT OF
TRANSPORTATION
DATE: 5/3/11

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

Robert L. Garza
BY: *Robert L. Garza*
for Robert L. Garza, P.E.
AUTHORIZED OFFICIAL
TITLE: CITY MANAGER
DATE: 5/3/11

APPROVED AS TO FORM:
[Signature]
City Attorney

CITY OF LAS CRUCES
ADOPTED BUDGET FY 2010/2011

FUND	DIVISION		FUND TYPE	
Traffic Safety Bureau Enforcement Grant Fund 2424	Police		Special Revenue	
	FY 2009/10 Prelim Actual*	FY 2010/11 Adopted	Adjustment	FY 2010/11 Adjusted
RESOURCES				
Beginning Balance	\$ 78,901	0	0	0
REVENUES				
24140230-552018-37006 TSB DWI '08	12,462	0		0
24140240-552018-37005 Operation Buckledown '08	2,292	0		0
24140230-552018-37010 Operation DWI 2009	71,794	24,422		24,422
24140360-551023-37202 Teen Seat Belt Grant	1,657	0		0
24140360-552018-37203 Teen Seat Belt Demo	1,959	0		0
24140360-551023-37204 Click it or Ticket 2010	9,342	0		0
24140240-552018-37011 Operation Buckledown 2010	3,911	1,987		1,987
24140230-552018-37016 Operation DWI 2011	0	98,503		98,503
24140230-552018-37017 Operation Buckledown 2011	0	6,877		6,877
24140360-551023-37205 Click it or Ticket 2011	0	0	9,870	9,870
Total Revenues	\$ 103,417	131,789	9,870	141,659
Total Resources	\$ 182,318	131,789	9,870	141,659
EXPENDITURES				
24147270-Various Operation DWI	24,133	0		0
24147270-Various-37006 Operation DWI (TSB)	67,230	0		0
24147280-610210-37005 Operation Buckledown '08	2,292	0		0
24147280-Various-37010 Operation DWI 2009	71,794	24,422		24,422
24147450-610210-37202 Teen Seat Belt Grant	1,657	0		0
24147450-610210-37203 Teen Seat Belt Demo	1,959	0		0
24147450-610210-37204 Click it or Ticket 2010	9,342	0		0
24147280-610210-37011 Operation Buckledown 2010	3,911	1,987		1,987
24147270-610210-37016 Operation DWI 2011	0	98,503		98,503
24147270-610210-37017 Operation Buckledown 2011	0	6,877		6,877
24147450-37018 Mesilla Valley Safety Council	0	34,712		34,712
24147450-610210-37205 Click it or Ticket 2011	0	0	9,870	9,870
Total Expenditures	\$ 182,318	166,501	9,870	176,371
OTHER FINANCING SOURCES (USES)				
Transfer from Fund 7430-Mesilla Valley Safety Council	0	34,712		34,712
Total Other Financing Sources (Uses)	0	34,712	0	34,712
ENDING BALANCE	\$ 0	0	0	0