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City of Las Cruces[®]
 PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 4 Ordinance/Resolution# 11-230

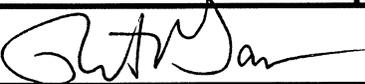
For Meeting of _____
 (Ordinance First Reading Date)

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 \$18,007.00 FOR THE "100 DAYS AND NIGHTS OF SUMMER" PROGRAM, 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 summer months in the City of Las Cruces are a time for relaxation and fun for the many citizens of our community. This leads to an increase in opportunities to socialize with their friends and families. In many cases these social gatherings involve alcohol.

The Las Cruces Police Department (LCPD), in a measure to be proactive about drunk drivers in the City of Las Cruces, is accepting funds from the New Mexico Department of Transportation (NMDOT) to offset personnel costs. The added personnel will be used to flood the streets during hours that are peak offense times for drunk drivers, mainly after dark. Officers funded through this grant will also be able to staff sobriety checkpoints throughout the City.

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>2422 STEP Grant</u> in the amount of <u>\$ 18,007.00</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 #2422 (STEP Grant) under project #37131 to be used by LCPD to pay for overtime personnel expenditures and other materials necessary during their "100 Days and Nights of Summer" 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 "100 Days and Nights of Summer" 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. 11-230

A RESOLUTION AUTHORIZING THE LAS CRUCES POLICE DEPARTMENT TO ACCEPT A GRANT FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$18,007.00 FOR THE "100 DAYS AND NIGHTS OF SUMMER" PROGRAM, 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 implement the Selective Traffic Enforcement Program (S.T.E.P.) which is aimed at reducing traffic-related injuries and fatalities; and

WHEREAS, the Las Cruces Police Department will use the funds received for overtime officer hours for the "100 Days and Nights of Summer" Program which increases visibility of police officers and educates the public on the importance of obeying traffic laws especially those concerning driving while under the influence; and

WHEREAS, the "100 Days of Nights of Summer" hopes to decrease the number of traffic-related injuries and fatalities by five-percent each in 2011 compared to similar statistics from 2010.

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 \$18,007.00 with no cash or in-kind match requirement from the New Mexico Department of Transportation.

(II)

THAT the Council does ratify the signature of City Manager on 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 _____

VOTE:

Mayor Miyagishima: _____

Councillor Silva: _____

Councillor Connor: _____

Councillor Pedroza: _____

Councillor Small: _____

Councillor Sorg: _____

Councillor Thomas: _____

APPROVED AS TO FORM:



City Attorney

PROJECT TITLE: 100 DAYS AND NIGHTS OF SUMMER
PROJECT NUMBER: 11-RF-DS-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, the State Procurement Code, NMSA 1978, Sections 13-1-28 to Sections 13-1-199 and the National Highway Traffic Safety Administration Grants Management Manual (For Federal Funds).

SECTION TWO – PROJECT FUNDING:

1. The total estimated cost for the PROJECT is \$18,007.00. The DEPARTMENT has determined the funding source will be State Road funds. For the purpose of this program, the funds can be used for traffic-safety related enforcement overtime which is subject to change by the DEPARTMENT.
2. The GRANTEE shall pay all PROJECT costs that exceed \$18,007.00.

The project budget is itemized as follows:

Personal Services	\$18,007.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect Costs	\$0.00
Other	\$0.00
TOTAL	\$18,007.00

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 Se Puede!*

B. PROGRAM SERVICES:

This program allows for the cost of traffic safety-related enforcement overtime conducted in high crash locations, identified through use of local data. The Traffic Safety Bureau will pay time-and-one-half for overtime enforcement in targeted locations from June 1, 2011 through September 30, 2011 at the participating officers' actual overtime rate. Reimbursement to the agency will be based solely on actual overtime rates of the officer conducting the operation.

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, the State Procurement Code, NMSA 1978, Sections 13-1-28 to Sections 13-1-199 and the National Highway Traffic Safety Administration Grants Management Manual. (For federal funds)
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 \$18,007.00.

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.

F. EVALUATION:

1. The GRANTEE will submit an activity report with each claim that includes the following information:
 - A. Type of law enforcement activity
 - B. Dates Worked
 - C. Total Hours Worked
 - D. Number of Officers Participating
 - E. Type Citations Issued

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 June 1, 2011 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: Kathryn E. Bender
KATHRYN E. BENDER
DEPUTY SECRETARY OF
PROGRAMS AND INFRASTRUCTURE

BY: [Signature]
for Robert L. Garza, P.E.
AUTHORIZED OFFICIAL
TITLE: CITY MANAGER

DATE: 5/2/11

DATE: 5/13/11

APPROVED AS TO FORM:
[Signature]
City Attorney

CITY OF LAS CRUCES
ADOPTED BUDGET FY 2010/2011

FUND	DIVISION		FUND TYPE	
STEP Fund 2422	Police		Special Revenue	
	FY 2009/10 Prelim Actual*	FY 2010/11 Adopted	Adjustment	FY 2010/11 Adjusted
RESOURCES				
Beginning Balance	\$ 6,429	6,429	(6,429)	0
REVENUES				
24140070-552018 STEP	\$ 0	0		0
24140070-552018-37001 STEP Grant (TSB) 2008	0	0		0
24140070-552018-37130 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	12,721	0		0
STEP Grant 2011	0	12,695		12,695
37131 100 Days and Nights of Summer	0	0	18,007	18,007
Total Revenues	\$ 39,562	12,695	18,007	30,702
Total Resources	\$ 45,991	19,124	11,578	30,702
EXPENDITURES				
24147090-610210 Overtime	\$ 6,429	0		0
24147090-610210-37001 Overtime	0	0		0
24147090-610210-37130 Overtime	18,007	0		0
24147090-610210-37008 Overtime	8,834	0		0
24147090-610210-37012 Overtime	12,721	0		0
STEP Grant 2011	0	12,695		12,695
37131 100 Days and Nights of Summer	0	0	18,007	18,007
Total Expenditures	\$ 45,991	12,695	18,007	30,702
ENDING BALANCE	\$ 0	6,429	(6,429)	0

*Preliminary actual as of 11/16/10.