

# City of Las Cruces®

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## Council Action and Executive Summary

Item # 3 Ordinance/Resolution# 12-030

For Meeting of \_\_\_\_\_  
(Ordinance First Reading Date)

For Meeting of August 15, 2011  
(Adoption Date)

**TITLE:** A RESOLUTION AUTHORIZING THE ACCEPTANCE OF GRANT FUNDING ON BEHALF OF THE LAS CRUCES POLICE DEPARTMENT IN THE AMOUNT OF \$8,400 FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR THE REIMBURSEMENT OF OVERTIME AND TRAINING EXPENSES FOR PEDESTRIAN SAFETY ENFORCEMENT BLITZES, TO RATIFY THE CITY MANAGER'S APPROVAL OF THE PROJECT AGREEMENT, AND TO ADJUST THE FY 2012 BUDGET.

**PURPOSE(S) OF ACTION:**

To accept grant funding and adjust the FY 2012 budget.

<b>COUNCIL DISTRICT:</b> N/A		
<b>Drafter/Staff Contact:</b> S. Nicole Williams	<b>Department/Section:</b> Finance/Grants	<b>Phone:</b> 541-2716
<b>City Manager Signature:</b>		

**BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:**

On July 19, 2011, the Las Cruces Police Department (LCPD) received notification of grant award for the amount of \$8,400 from the New Mexico Department of Transportation (without application).

Grant funds are for reimbursement of LCPD overtime and training expenses for officers participating in the New Mexico Department of Transportation Pedestrian Safety Enforcement Blitzes Project.

The project agreement covers a two-year time frame to allow for two rounds of law enforcement blitzes. The blitzes will occur October 1, 2011 through November 10, 2011; and June 1, 2012 through August 30, 2012.

**SUPPORT INFORMATION:**

1. Resolution.
2. Attachment "A", Grant Acceptance Package.
3. Attachment "B", New Mexico Department of Transportation Project Agreement package.
4. Exhibit "A", Budget Adjustment.

(Continue on additional sheets as required)

**SOURCE OF FUNDING:**

<b>Is this action already budgeted?</b>	Yes	<input type="checkbox"/>	See fund summary below
	No	<input checked="" type="checkbox"/>	If No, then check one below:
	Budget Adjustment Attached	<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.
<b>Does this action create any revenue?</b>	Yes	<input checked="" type="checkbox"/>	Funds will be deposited into this fund: <u>2400</u> in the amount of <u>\$8,400</u> for FY12.
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

**BUDGET NARRATIVE**

Funds will be deposited into Fund 2400: Police Fund and designated as project number 37020: Pedestrian Safety Enforcement Blitzes.

**FUND EXPENDITURE SUMMARY:**

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
2400: Police Fund	24147460-610210-37020	\$6,300	\$0	\$2,100	Overtime expenses per grant agreement.

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will allow LCPD to accept grant funding, authorize the NMDOT project agreement and approve the budget adjustment for FY 2012.
2. Vote "No"; prevent the LCPD from receiving reimbursement for overtime expenses for NMDOT law enforcement blitzes as specified in the project agreement.
3. Vote to "Amend"; this is not an option as the funding is specific to overtime expenses related to NMDOT/LCPD pedestrian safety enforcement blitzes.
4. Vote to "Table"; this is not an option as the project agreement is time-specific to NMDOT/LCPD law enforcement operations.

**REFERENCE INFORMATION:**

The resolution(s) and/or ordinance(s) listed below are only for reference and are not included as attachments or exhibits.

N/A

(Continue on additional sheets as required)

**RESOLUTION NO. 12-030**

**A RESOLUTION AUTHORIZING THE ACCEPTANCE OF GRANT FUNDING ON BEHALF OF THE LAS CRUCES POLICE DEPARTMENT IN THE AMOUNT OF \$8,400 FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR THE REIMBURSEMENT OF OVERTIME AND TRAINING EXPENSES FOR PEDESTRIAN SAFETY ENFORCEMENT BLITZES, TO RATIFY THE CITY MANAGER'S APPROVAL OF THE PROJECT AGREEMENT, AND TO ADJUST THE FY 2012 BUDGET.**

The City Council is informed that:

**WHEREAS**, on July 19, 2011, the Las Cruces Police Department (LCPD) received notification of grant award in the amount of \$8,400 from the New Mexico Department of Transportation; and

**WHEREAS**, per the project agreement, grand funds are for overtime and training expenses incurred by the LCPD while participating in pedestrian safety enforcement blitzes; and

**WHEREAS**, the project agreement covers a two-year time frame to allow for two rounds of blitzes; and

**WHEREAS**, the two rounds of law enforcement blitzes are scheduled to occur October 1, 2011 through November 20, 2011; and June 1, 2012 through August 30, 2012.

**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 funds in the amount of \$8,400 provided by the New Mexico Department of Transportation for law enforcement operations as specified in the project agreement.

**(II)**

**THAT** the City of Las Cruces FY 2012 budget will be adjusted to reflect acceptance of grant funding as outlined in Exhibit "A", Budget Adjustment.

(III)

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

DONE AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2011.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

(SEAL)

Moved by \_\_\_\_\_

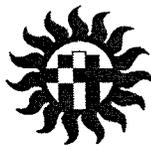
Seconded by \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

VOTE:

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



# City of Las Cruces<sup>28</sup>

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Financial Services Department  
Grants Administration Office

## Grant Acceptance Package

**Opportunity Title:** NMDOT Pedestrian Safety Enforcement Blitzes - Project Agreement  
\_\_\_\_\_

**Offering Agency:** NMDOT  
\_\_\_\_\_

**Opportunity Number:** n/a  
\_\_\_\_\_

**Award Amount:** Not to exceed \$8,400  
\_\_\_\_\_

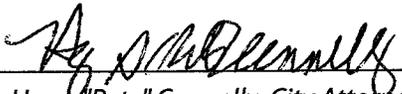
**Receiving Department/Section:** LCPD  
\_\_\_\_\_

**GAO Grant Writer:** Nicole Williams  
\_\_\_\_\_

### OPTIONS

- Approve** acceptance of grant funding. Affirmed by signature below.
- Disapprove** request, funding will not be accepted.

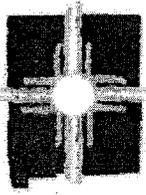
### SIGNATURES

Approved As to Form:   
Harry "Pete" Connelly, City Attorney

City Manager:   
Robert L. Garza, P.E.

Date: 7/29/11

**This signed form and packet is to be returned to the GAO, Grant Writer.**



July 19, 2011

Nicole Williams, Grant Writer  
City of Las Cruces  
Grants Administration Department  
PO Box 20000  
Las Cruces, NM 80004

RE: Pedestrian Safety Enforcement Blitzes – Project Agreement

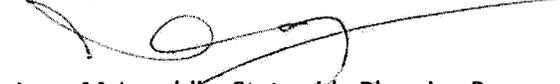
Dear Ms. Williams,

Enclosed are three originals of the Project Agreement between the New Mexico Department of Transportation (NMDOT) and the City of Las Cruces Police Department pertaining to the Pedestrian Safety Enforcement Blitzes planned to occur in October and November 2011.

The purpose of the Agreement is to allow the NMDOT to reimburse the City of Las Cruces Police Department for overtime expenses related to the enforcement blitzes, which are described in detail in the Agreement. The Agreement covers a two-year time frame so a second round of enforcement can occur in 2012. Please review the Agreement and call me if you have any questions. I can be reached at 505-699-7130, or via email at: [anne.mclaughlin@state.nm.us](mailto:anne.mclaughlin@state.nm.us)

If the Agreement is satisfactory, please obtain the necessary signatures and keep one original and return two originals to me. Once the Agreement is fully executed, we will be in touch, either directly or through our consultant, The New Mexico Broadcasters' Association, to work out final details and schedule an officer training/briefing session on the protocol and reporting requirements imposed by the National Highway Transportation Safety Administration (NHTSA) which provided the grant funding for this program.

Thank you for supporting this project,

  
Anne McLaughlin, Statewide Planning Bureau Chief  
Planning Division

Attachment: 3 original agreements enclosed

**Susana Martinez**  
Governor

**Alvin C. Dominguez, P.**  
Cabinet Secretary

**Commissioners**

**Pete Rahn**  
Chairman  
District 3

**Debra Hicks**  
Vice Chairman  
District 2

**Dr. Kenneth White**  
Secretary  
District 1

**Ronald Schmeits**  
Commissioner  
District 4

**Butch Mathews**  
Commissioner  
District 5

**Jackson Gibson**  
Commissioner  
District 6

**PROJECT TITLE: PEDESTRIAN SAFETY LAW ENFORCEMENT BLITZES**  
**PROJECT/CONTROL NUMBER: 9900100**  
**GRANTEE NAME: CITY OF LAS CRUCES POLICE DEPARTMENT**

### **PROJECT AGREEMENT**

This AGREEMENT is entered into by and between the State of New Mexico, acting through its **NEW MEXICO DEPARTMENT OF TRANSPORTATION, STATEWIDE PLANNING BUREAU**, hereinafter referred to as DEPARTMENT, and the **CITY OF LAS CRUCES POLICE DEPARTMENT**, 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 implement a decoy-based pedestrian safety law enforcement operation at five agreed upon locations within the City of Las Cruces, hereinafter referred to as the PROJECT, in order to reduce fatal and nonfatal pedestrian injury, increase correct, safe and legal interactions between pedestrians and motorists, and increase public awareness of pedestrian rights and responsibilities.

#### **SECTION TWO – PROJECT FUNDING**

National Highway Traffic Safety Administration (NHTSA) Section Pedestrian Safety Education and Enforcement Grant funds will be used for this project. These funds must be used for pedestrian countermeasures and enforcement and public education.

1. The total Not-To-Exceed cost for the PROJECT is **\$8,400**. The GRANTEE shall pay all PROJECT costs that exceed that amount.

2. The project budget is based upon the following assumptions and budget:

Assumptions: overtime expenses for 3 officers at 5 locations for 3 hours; 2 rounds per year for 2 years plus 2.5 hours of training time for up to 6 officers

<u>Cost/hr</u>	<u># hrs</u>	<u>Annual Total</u>	<u>2-Yr Total</u>
\$40.00	105	\$4,200	\$8,400

#### **SECTION THREE – PROGRAM SCOPE OF WORK**

##### **A. SERVICES PROVIDED BY THE GRANTEE**

1. Each enforcement team will consist of three or more officers. Minimum team requirements are: one officer to serve as a decoy; two others to perform traffic stops and administer citations.
2. Two rounds of decoy-based pedestrian safety law enforcement operations are planned to occur between October 1, 2011 and November 10, 2011; and will be repeated between

June 1, 2012 and August 30, 2012.

3. Operations will be conducted in two rounds at each of the following, five pre-determined locations. Each enforcement round, as described above, will be repeated a second time over a two week period. Day and night-time enforcement operations will be scheduled to occur during the months of October/November 2011 and 2012 in the vicinity of the following intersections/blocks in Las Cruces:
  - a. Main/El Paseo
  - b. University/Espina
  - c. El Paseo/Missouri
  - d. Idaho/El Paseo
4. Crosswalk enforcement will be achieved through the use of a decoy officer acting as a pedestrian who will continuously cross an intersection in accordance with the 1998 New Mexico Statutes Annotated (NMSA) and local traffic safety laws where these apply. Although law enforcement teams will be dedicated to the decoy operation and not "on call," all other laws will be enforced on-site during the operation.
5. Operation reimbursements shall be submitted upon completion of the second round of enforcement for each annual operation. A summary of the operation shall accompany the reimbursement, to include dates of enforcement and number of citations and/or warnings and Tip Cards (provided by the NMDOT) issued on each date.
6. Reimbursement requests require the designee's original signature.
7. The final reimbursement request must be submitted by December 30, 2011 for the first annual enforcement program and by September 30, 2012 for the second annual enforcement program. Requests submitted after those dates may not be reimbursed without prior authorization being sought.
8. Supporting documentation for reimbursement requests will be maintained at the agency for monitoring purposes and be available upon the Statewide Planning Bureau's request for three (3) years after the expiration date of this Agreement.
9. The GRANTEE will confirm attendance of six law enforcement officers at an annual training session provided by the DEPARTMENT, which will be scheduled to occur prior to the initiation of law enforcement operations each year. The training will entail a two-to-three-hour refresher course taught by the New Mexico Broadcasters' Association under the auspices of the NHTSA Grant and the NMDOT on decoy-based pedestrian safety enforcement, and pertinent state and local laws.

#### **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, and other evidence 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**

This Project is the GRANTEE's sole responsibility and nothing herein is intended to give the DEPARTMENT any responsibility for the Project.

#### **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, 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 **July 1, 2011**, or upon signature by both parties, 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.
- C. This AGREEMENT shall terminate **December 31, 2012**. Neither party shall have any obligation under this AGREEMENT after said date.
- D. 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

CITY OF LAS CRUCES  
POLICE DEPARTMENT

BY: *Kathryn E. Bender*  
Kathryn E. Bender, Deputy Secretary  
Programs & Infrastructure

BY: *Richard Williams*  
Authorized Official  
Richard Williams

TITLE: Chief of Police

DATE: 7/14/11

DATE: 7/22/11

Approved as to form and legal sufficiency by the New Mexico Department of  
Transportation's Office of General Counsel

BY: *Cynthia A. Chant*  
Assistant General Counsel, NMDOT

DATE: 7-12-11

**CITY OF LAS CRUCES  
ADOPTED BUDGET FY 2011/2012**

FUND	DIVISION		FUND TYPE	
Police Fund 2400	Police		Special Revenue	
	FY 2010/11 Projected*	FY 2011/12 Adopted	Adjustment	FY 2011/12 Adjusted
<b>RESOURCES</b>				
Beginning Balance	\$ 0	0		0
<b>REVENUES</b>				
37020 NM Dept of Transportation	\$ 0	0	8,400	8,400
37300 NM Dept of Public Safety	0	0		0
37313 Department of Homeland Security	971	0		0
37301 U.S. Department of Justice	10,000	0		0
37312 Immigration & Customs Enforcement	0	10,000		10,000
37310 Federal Bureau of Investigation	27,765	75,000		75,000
37309 OJJDP After School Program	18,462	231,538		231,538
37311 Domestic Highway Enforcement (HIDTA)	18,980	0		0
37302 Project Safe Neighborhoods-DOJ	0	10,000		10,000
37015 Southern New Mexico Border Region Coalition	0	11,400		11,400
37315 NM Homeland Security - Stonegarden	51,929	200,000		200,000
37320 U.S. Marshals	6,000	25,000		25,000
<b>Total Revenues</b>	<b>\$ 134,107</b>	<b>562,938</b>	<b>8,400</b>	<b>571,338</b>
<b>Total Resources</b>	<b>\$ 134,107</b>	<b>562,938</b>	<b>8,400</b>	<b>571,338</b>
<b>EXPENDITURES</b>				
37020 Pedestrian Safety Enforcement Blitzes	\$ 0	0	8,400	8,400
37313 Department of Homeland Security	971	0		0
37301 U.S. Department of Justice	10,000	0		0
37312 Immigration & Customs Enforcement	0	10,000		10,000
37310 Federal Bureau of Investigation	27,765	75,000		75,000
37308 Region VII Drug Interdiction	0	0		0
37309 OJJDP After School Program	18,462	231,538		231,538
37311 Domestic Highway Enforcement (HIDTA)	18,980	0		0
37302 Project Safe Neighborhoods-DOJ	0	10,000		10,000
37015 Southern New Mexico Border Region Coalition	0	11,400		11,400
37315 NM Homeland Security - Stonegarden	51,929	200,000		200,000
37320 U.S. Marshals	6,000	25,000		25,000
<b>Total Expenditures</b>	<b>\$ 134,107</b>	<b>562,938</b>	<b>0</b>	<b>562,938</b>
<b>ENDING BALANCE</b>	<b>\$ 0</b>	<b>0</b>	<b>8,400</b>	<b>8,400</b>

\*Projected based on 8 months actual through February 28, 2011 and 4 months projected.