

# City of Las Cruces<sup>®</sup>

PEOPLE HELPING PEOPLE

## Council Action and Executive Summary

Item # 5 Ordinance/Resolution# 12-095

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

For Meeting of December 19, 2011  
(Adoption Date)

**TITLE:** A RESOLUTION TO ACCEPT FUNDING FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION, TRAFFIC SAFETY DIVISION OPERATION BUCKLE DOWN PROJECT ON BEHALF OF THE LAS CRUCES POLICE DEPARTMENT IN THE AMOUNT OF \$9,866.00 AND TO ADJUST THE FY 2012 BUDGET.

**PURPOSE(S) OF ACTION:**

To accept grant funding and adjust the FY 12 budget for the Police Department.

<b>COUNCIL DISTRICT: ALL</b>		
<b><u>Drafter/Staff Contact:</u></b> S. Nicole Williams	<b><u>Department/Section:</u></b> Financial Services / Grants Administration	<b><u>Phone:</u></b> 541-2716
<b><u>City Manager Signature:</u></b>		

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

The New Mexico Department of Transportation (NMDOT), Traffic Safety Division (TSD) is dedicated to providing a safe and efficient transportation system in New Mexico and is committed to preventing injuries and saving lives by eliminating crashes on New Mexico roadways.

Part of this commitment comes from grants offered to provide funding to New Mexico law enforcement for the enforcement of occupant protection laws and ordinances aimed at increasing seatbelt and child restraint usage. To this end, the NMDOT TSD has awarded the Las Cruces Police Department \$9,866.00 to be used to cover costs associated with the following occupant protection enforcement activities:

- (1) Holiday Superblitz: November 18, 2011 – January 8, 2012.
- (2) St. Patrick's Day: March 14, 2012 – March 19, 2012.
- (3) May Mini Blitz, Cinco De Mayo: May 2, 2012 – May 7, 2012.
- (4) Fourth of July Mini Blitz: July 4, 2012 – July 8, 2012.
- (5) Labor Day: August 17, 2012 – September 3, 2012.
- (6) One nighttime seatbelt operation during the National Occupant Protection Mobilization / National Click It or Ticket Mobilization: May 21, 2012 – June 3, 2012.

**SUPPORT INFORMATION:**

1. Resolution.

(Continue on additional sheets as required)

2. Exhibit "A", Project Agreement.
3. Exhibit "B", Budget Adjustment.

**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:
	<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.
<b>Does this action create any revenue?</b>	Yes	<input checked="" type="checkbox"/>	Funds will be deposited into this fund: <u>2424- TSB Enforcement</u> in the amount of <u>\$9,866.00</u> for <u>FY12</u> .
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

**BUDGET NARRATIVE**

Grant funds will be budgeted in Fund 2424: TSB Enforcement for overtime costs associated with specified activities as stipulated in the project agreement.

**FUND EXPENDITURE SUMMARY:**

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
TSB Enforcement	24147280-610210-37023	\$9,866.00	\$9,866.00 (Pending Budget Adjustment)	\$0	N/A

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will approve the project agreement and authorize the budget adjustment for FY 12.
2. Vote "No"; this will reject the grant award and could hinder future awards being granted to the Police Department by the agency.
3. Vote to "Amend"; this is not an option as the grant funding is specific to the granting agency.
4. Vote to "Table"; this is not an option, as grant funding must be accepted in a timely manner as to meet expenditure deadlines.

**REFERENCE INFORMATION:**

N/A

RESOLUTION NO. 12-095

**A RESOLUTION TO ACCEPT FUNDING FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION, TRAFFIC SAFETY DIVISION OPERATION BUCKLE DOWN PROJECT ON BEHALF OF THE LAS CRUCES POLICE DEPARTMENT IN THE AMOUNT OF \$9,866.00 AND TO ADJUST THE FY 2012 BUDGET.**

The City Council is informed that:

**WHEREAS**, the New Mexico Department of Transportation (NMDOT), Traffic Safety Division (TSD) has awarded the Las Cruces Police Department \$9,866.00 in grant funding; and

**WHEREAS**, grant funding is provided to cover overtime costs associated with specified law enforcement activities aimed at increasing seatbelt and child restraint usage; and

**WHEREAS**, per the grant agreement, specified law enforcement activities are detailed in Exhibit "A", Project Agreement hereto and made part of this resolution.

**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 grant funding on behalf of the Police Department in the amount of \$9,866.00 from the New Mexico Department of Transportation.

**(II)**

**THAT** the City of Las Cruces FY 2012 budget is hereby adjusted as designated in Exhibit "B", attached hereto and made part of this resolution.

**(III)**

**THAT** City staff is hereby 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)

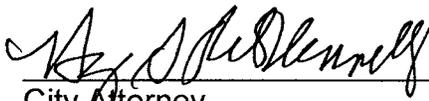
VOTE:

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

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

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

APPROVED AS TO FORM:

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

**PROJECT TITLE: OPERATION BUCKLE DOWN**  
**PROJECT NUMBER: 12-OP-RF-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 DIVISION, hereinafter referred to as DEPARTMENT or TSD, 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 for the enforcement of occupant protection laws and ordinances aimed at increasing seatbelt and child restraint usage. The GRANTEE shall comply with all provisions and conditions of this Agreement, including the Traffic Safety Division 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.

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

1. The total estimated cost for the PROJECT is \$9,866.00. The DEPARTMENT has determined the funding source will be State Road Funds, which is subject to change by the DEPARTMENT. Funding sources may change and 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 \$9,866.00. The project budget is itemized as follows:

Personal Services	\$9,866.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
<b>TOTAL</b>	<b>\$9,866.00</b>

The Grantee may transfer funds between budget categories with prior written approval from the Director of the DEPARTMENT'S Traffic Safety Division 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 Division is committed to preventing injuries and saving lives by eliminating crashes on New Mexico public roadways. *¡Si Se Puede!*

#### **B. PROGRAM SERVICES:**

1. Conduct individual and joint police agency participation in statewide highly publicized occupant protection activities including enforcement activities, nighttime enforcement activities, education programs, local media efforts, and other special awareness activities during the four (4) Superblitz periods, the two (2) Mini Superblitz periods and one (1) National Occupant Protection Mobilization period, "Click It or Ticket".
2. Participate in other scheduled Superblitz activities and National Occupant Protection mobilization periods as directed by the Traffic Safety Division as time and budget allow.
3. Conduct 129 hours of enforcement activities during the expanded enforcement periods. Expanded enforcement periods are defined as any time outside scheduled Superblitz periods.
4. Conduct 129 hours of enforcement activities during Superblitz periods. Law Enforcement agencies are encouraged to schedule enforcement activities in conjunction with special events or times when they will obtain the greatest effect from increased manpower.
5. Funds may be expended for overtime and/or per diem for officers to attend Operation Safe Kids training, 4-day NHTSA Standardized Child Passenger Safety training, assist at child safety seat clinics and/or assist at car seat fitting stations. Reimbursement for these activities should be requested on the OBD/ODWI claim form in the appropriate section and should be accompanied by the Traffic Safety Division's approved form. Prior written approval from the Traffic Safety Division is required for expenditures not described herein.
6. The Department will use the rate of \$38.24 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 Occupant Protection Enforcement activities.
7. Agency shall pay officer(s) at a rate not to exceed the officer(s) actual overtime rate.

8. Reimbursement requests require the designee's original signature and must be submitted monthly throughout the grant period even if there is no activity claimed during the month. The final claim must be submitted by October 31, 2012 or may not be reimbursed.
9. The final reimbursement request must be submitted by October 31, 2012. Requests submitted after October 31, 2012 may not be reimbursed.
10. Supporting documentation for reimbursement requests will be maintained at the agency for monitoring purposes and be available upon the Traffic Safety Division's request for three (3) years after the expiration date of this Agreement.
11. The Grantee shall notify the enforcement coordinator, the law enforcement liaison assigned to the agency by TSD, and the TSD district program manager of any changes in the agencies project coordinator(s).

**C. PERFORMANCE GOALS (statewide):**

1. Reduce the number of unrestrained occupant fatalities (all seat positions) from 120 in 2010 to 111 in 2012. (C-4;FARS Data)
2. Increase the observed seat belt use percentage from 89.8% in 2010 to 91.5% in 2012. (B-1;NM Survey Data-Behavior Measure)

**D. ACTIVITIES: The Grantee shall:**

1. The GRANTEE shall conduct activities in a manner consistent with TSD's Project Management and Accounting Procedures Manual and the National Highway Traffic Safety Administration Grants Management Manual.
2. Designate a coordinator to oversee publicity, media coordination, and enforcement activities.
3. **Scheduled Superblitz periods are:** (1) *Holiday Superblitz*, November 18, 2011 – January 8, 2012, (2) *St. Patrick's Day*, March 14, 2012 – March 19, 2012, (3) *May Mini Blitz*, *Cinco De Mayo*, May 2, 2012 – May 7, 2012, (4) *Fourth of July Mini Blitz*, July 4, 2012 – July 8, 2012, and (5) *Labor Day*, August 17, 2012 – September 3, 2012. The National Occupant Protection Mobilization ("Click or Ticket") period is: May 21, 2012 through June 3, 2012.
4. Expanded Enforcement periods are considered anytime outside the Superblitz and National Occupant Protection Mobilization periods.
5. For purposes of this Agreement, agencies receiving Operation Buckle Down funding will be required to participate in the National Click It or Ticket mobilization and must conduct, at a minimum, one (1) nighttime seatbelt operation.
6. The GRANTEE shall pay all PROJECT costs that exceed \$9,866.00.

**E. TRAINING:**

1. Agency Coordinator shall attend the Spring TSB Law Enforcement Coordinators Meeting. If the coordinator cannot attend the meeting, the agency must send a representative.
2. The Project Management and Accounting Procedures financial training is mandatory for the agency coordinator and payroll administrator.

**F. EVALUATION:**

1. Submit reports to the designated enforcement contractor within three (3) days after the end of each Superblitz period, Mini-Superblitz Period, or special National mobilization period using TSB's Activity Report form. Reports must be submitted as required or funding may be withheld or discontinued. Submit the final reimbursement claim within thirty (30) days of the expiration of the Agreement.
2. Conduct the number of negotiated activities.

**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

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 & INFRASTRUCTURE

BY: *Robert Garza*  
ROBERT GARZA  
TITLE: CITY MANAGER

DATE: 11/21/11

DATE: 11/29/11

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

APPROVED AS TO FORM:  
*Michelle M. McManis*  
City Attorney

BY: *Cynthia A. Christ*  
Assistant General Counsel

DATE: 11-20-11

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

FUND	DIVISION		FUND TYPE	
Traffic Safety Bureau Enforcement Grant Fund 2424	Police		Special Revenue	
	FY 2010/11 Projected*	FY 2011/12 Adopted	Adjustment	FY 2011/12 Adjusted
<b>RESOURCES</b>				
Beginning Balance	\$ 0	34,712		34,712
<b>REVENUES</b>				
37006 TSB DWI '08	0	0		0
37005 Operation Buckledown '08	0	0		0
37010 Operation DWI 2009	24,422	0		0
37202 Teen Seat Belt Grant	0	0		0
37203 Teen Seat Belt Demo	0	0		0
37204 Click it or Ticket 2010	0	0		0
37011 Operation Buckledown 2010	1,987	0		0
37016 Operation DWI 2011	30,989	67,514		67,514
37017 Operation Buckledown 2011	1,436	5,441		5,441
37023 Operation Buckledown 2012	0	0	9,866	9,866
<b>Total Revenues</b>	<b>\$ 58,834</b>	<b>72,955</b>	<b>9,866</b>	<b>82,821</b>
<b>Total Resources</b>	<b>\$ 58,834</b>	<b>107,667</b>	<b>9,866</b>	<b>117,533</b>
<b>EXPENDITURES</b>				
Operation DWI	0	0		0
37006 Operation DWI (TSB)	0	0		0
37005 Operation Buckledown '08	0	0		0
37010 Operation DWI 2009	24,422	0		0
37202 Teen Seat Belt Grant	0	0		0
37203 Teen Seat Belt Demo	0	0		0
37204 Click it or Ticket 2010	0	0		0
37011 Operation Buckledown 2010	1,987	0		0
37016 Operation DWI 2011	30,989	67,514		67,514
37017 Operation Buckledown 2011	1,436	5,441		5,441
37018 Mesilla Valley Safety Council	0	34,712		34,712
37023 Operation Buckledown 2012	0	0	9,866	9,866
<b>Total Expenditures</b>	<b>\$ 58,834</b>	<b>107,667</b>	<b>9,866</b>	<b>117,533</b>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfer from 7430-Mesilla Valley Safety Council	34,712	0		0
<b>Total Other Financing Sources (Uses)</b>	<b>34,712</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>ENDING BALANCE</b>	<b>\$ 34,712</b>	<b>0</b>	<b>0</b>	<b>0</b>

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