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**City of Las Cruces**<sup>®</sup>  
 PEOPLE HELPING PEOPLE

**Council Action and Executive Summary**

Item # 5 Ordinance/Resolution# 12-178

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

For Meeting of May 7, 2012  
 (Adoption Date)

Please check box that applies to this item:

QUASI JUDICIAL       LEGISLATIVE       ADMINISTRATIVE

**TITLE: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES, ON BEHALF OF THE LAS CRUCES POLICE DEPARTMENT, TO ACCEPT A GRANT AWARD IN THE AMOUNT OF \$18,016.00 FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION, TRAFFIC SAFETY DIVISION, TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE GRANT AGREEMENT AND TO ADJUST THE FY 2012 BUDGET.**

**PURPOSE(S) OF ACTION:**

Accept grant and adjust the FY 2012 Budget.

<b>COUNCIL DISTRICT:</b> N/A		
<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:**

On February 2, 2012; the City of Las Cruces was notified by the New Mexico Department of Transportation (NMDOT), Traffic Safety Division (TSD) that the Las Cruces Police Department (LCPD) has been awarded \$18,016.00 in grant funding. Grant funds are to be used for LCPD officers' overtime salaries associated with traffic-safety enforcement operations under the "100 Days and Nights of Summer" Project, grant agreement number 12-EE-DS-049. The project timeline is from June 21, 2012 through September 30, 2012; and is geared to help reduce motor vehicle crashes, injuries and deaths on New Mexico's roadways.

**SUPPORT INFORMATION:**

1. Resolution.
2. Exhibit "A", Letter dated February 2, 2012 from the New Mexico Department of Transportation, Traffic Safety Division.
3. Exhibit "B", Project Agreement for grant number 12-EE-DS-049.
4. Exhibit "C", 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:
	<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: 2422 in the amount of \$18,016.00 for FY12.
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

**BUDGET NARRATIVE**

Grant funding will be accounted for in Fund 2422: STEP (Selective Traffic Enforcement Program) GRT (Grant) under project number 37132, in the amount of \$18,016.00. Funds are drawn-down as needed by LCPD for expenses for officers' overtime associated with specific operations as approved by granting agency.

**FUND EXPENDITURE SUMMARY:**

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
STEP GRT	Various	\$18,016.00	\$18,016.00*	\$0	None

\*Upon budget adjustment.

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will ratify the City Manager's signature, accept the grant agreement and adjust the FY 2012 budget.
2. Vote "No"; this will reject the grant award and could negatively affect future grant awards from NMDOT, TSD for LCPD overtime costs associated with traffic-safety operations.
3. Vote to "Amend"; this is not an option as grant funding is specific to approved initiatives as stipulated under the grant agreement between NMDOT, TSD and the LCPD.
4. Vote to "Table"; this is not an option as grant funding is specific to operations conducted between June 21, 2012 and September 30, 2012.

**REFERENCE INFORMATION:**

N/A

(Continue on additional sheets as required)

**RESOLUTION NO. 12-178**

**A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES, ON BEHALF OF THE LAS CRUCES POLICE DEPARTMENT, TO ACCEPT A GRANT AWARD IN THE AMOUNT OF \$18,016.00 FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION, TRAFFIC SAFETY DIVISION, TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE GRANT AGREEMENT AND TO ADJUST THE FY 2012 BUDGET.**

The City Council is informed that:

**WHEREAS**, on February 2, 2012, the City of Las Cruces was informed that the Las Cruces Police Department has been awarded grant funding in the amount of \$18,016.00 from the New Mexico Department of Transportation, Traffic Safety Division; Exhibit "A", attached hereto and made part of this resolution; and

**WHEREAS**, the grant award is under grant agreement 12-EE-DS-049; and

**WHEREAS**, grant funds are to be used for Las Cruces Police Department officers' overtime expenses related to grant-related traffic-safety operations; and

**WHEREAS**, the period of performance for the grant is from June 21, 2012 through September 30, 2012.

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

(I)

**THAT** the City of Las Cruces is approved to accept the grant award in the amount of \$18,016.00 on behalf of the Las Cruces Police Department, from the New Mexico Department of Transportation, Traffic Safety Division.

(II)

**THAT** the Council ratifies the City Manager's signature on grant agreement number 12-EE-DS-049; Exhibit "B", attached hereto and made part of this resolution.

(III)

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

(IV)

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

DONE AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

(SEAL)

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

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

APPROVED AS TO FORM:

VOTE:

Mayor Miyagishima: \_\_\_\_\_

Councillor Silva: \_\_\_\_\_

Councillor Smith: \_\_\_\_\_

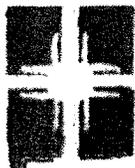
Councillor Pedroza: \_\_\_\_\_

Councillor Small: \_\_\_\_\_

Councillor Sorg: \_\_\_\_\_

Councillor Thomas: \_\_\_\_\_

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



NEW MEXICO DEPARTMENT OF  
TRANSPORTATION

February 2, 2012

Sergeant Joe Triste  
Las Cruces Police Department  
P. O. Box 20000  
Las Cruces, NM 88004

RE: Project Agreement 12-RF-DS-049

Dear Sergeant Triste:

Enclosed are three partially executed originals of the above-referenced project agreement.

This agreement is funded with State Road funds. This program provides funding for increased high visibility enforcement and public awareness. Both of these initiatives are proven countermeasures to help reduce motor vehicle crashes, injuries and deaths on our roadways.

Program activities cannot start until the project agreement is fully executed. To execute the agreement, the authorizing official must sign each original project agreement. If the Authorizing Official as named on the enclosed Project Agreement designates another individual to sign, please provide a letter authorizing the designee signature. If the appropriate signature is not on the Agreement, the Agreement will not be valid.

Please return two signed originals project agreement to Ms. Tammy Lujan, at 604 W. San Mateo Road Santa Fe, NM 87504, and retain the other original for your files. The signed project agreement must be returned within sixty days of the Deputy Secretary's signature date in order to be valid.

Only costs incurred after the authorizing official signature date, or project agreement start date, whichever is later, may be charged to the project. When the signed original is returned to the Division, we will establish a project file and will expect reimbursement claims soon after costs are incurred, along with other reports as required in the Scope of Work. If the warrants (checks) are to be mailed to an address other than above, please include a letter indicating where the checks should be mailed with your signed project agreement.

Thank you for your cooperation.

Sincerely,

  
Michael Sandoval, Director  
Traffic Safety Division

Enclosures

**Susana Martinez**  
Governor

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

**Commissioners**

**Pete K. 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: 100 DAYS AND NIGHTS OF SUMMER**  
**PROJECT NUMBER: 12-EE-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 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 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 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 (For Federal Funds).

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

1. The total estimated cost for the PROJECT is \$18,016.00. The DEPARTMENT has determined the funding source will be State Education/Enforcement 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 \$18,016.00.

The project budget is itemized as follows:

Personal Services	\$18,016.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect Costs	\$0.00
Other	\$0.00
<b>TOTAL</b>	<b>\$18,016.00</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. *¡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 Division will pay time-and-one-half for overtime enforcement in targeted locations from June 21, 2012 through September 30, 2012 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 69 in 2009 to 62 in 2012 (C-6; FARS Data).

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

1. The GRANTEE shall conduct activities in a manner consistent with TSD'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 \$18,016.00.

#### **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 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. 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.
3. The GRANTEE will submit the final reimbursement claim and final report by October 31, 2012 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 Division'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 21, 2012 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, 2012. 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 & INFRASTRUCTURE

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

DATE: 3/16/12

DATE: 4-4-12

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

APPROVED AS TO FORM  
*[Signature]*

BY: *Gynda A. Chant*  
Assistant General Counsel

DATE: 3-16-12

CITY OF LAS CRUCES  
ADOPTED BUDGET FY 2011/2012

FUND	DIVISION		FUND TYPE	
STEP Fund 2422	Police		Special Revenue	
	FY 2010/11 Actual*	FY 2011/12 Adopted	Adjustment	FY 2011/12 Adjusted
<b>RESOURCES</b>				
Beginning Balance	\$ 0	0		0
<b>REVENUES</b>				
37130 STEP Grant (TSB) 2009	0	0		0
37008 STEP Grant (TSB) 2010	0	0		0
37012 STEP Grant Fall	0	0		0
37019 STEP Grant 2011	12,931	12,695		12,695
37131 100 Days and Night of Summer	2,239	15,769		15,769
37132 STEP Grant 2012	0	0	18,016	18,016
<b>Total Revenues</b>	\$ 15,170	28,464	18,016	46,480
<b>Total Resources</b>	\$ 15,170	28,464	18,016	46,480
<b>EXPENDITURES</b>				
Overtime	\$ 0	0		0
37130 Overtime	0	0		0
37008 Overtime	0	0		0
37012 Overtime	0	0		0
37019 Overtime	12,931	12,695		12,695
37131 100 Days and Night of Summer	2,239	15,769		15,769
37132 STEP Grant 2012	0	0	18,016	18,016
<b>Total Expenditures</b>	\$ 15,170	28,464	18,016	46,480
<b>ENDING BALANCE</b>	\$ 0	0	0	0

\*Actual as of April 11, 2012