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

**Council Action and Executive Summary**

Item #   3   Ordinance/Resolution#   13-080  

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

For Meeting of December 17, 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 ITS POLICE DEPARTMENT TO ACCEPT A GRANT AWARD FOR A TOTAL AMOUNT OF \$134,557.00 FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION, TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE CONSOLIDATED PROJECT AGREEMENT, AND TO ADJUST THE FY 2013 BUDGET.

**PURPOSE(S) OF ACTION:**

Accept grant funding and adjust the budget.

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

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

On September 20, 2012, the City of Las Cruces was notified of a grant award from the New Mexico Department of Transportation (NMDOT), Traffic Safety Division (TSD) for a total amount of \$134,557.00. Grant funds are to be utilized by the Las Cruces Police Department for officer overtime and related costs associated with the following projects:

- Operation Drinking While Intoxicated (ODWI): \$98,835.00  
 The purpose of ODWI is to provide funding to New Mexico law enforcement agencies for Driving While Impaired (DWI) sobriety checkpoints, saturation patrols and other DWI related activities aimed at reducing alcohol-related crashes, injuries, and deaths. The period of performance will be October 1, 2012 through September 30, 2013, or as executed by both parties whichever is later.
- Operation Buckle Down (OBD) / Click It or Ticket (CIOT): \$17,711.00  
 The purpose of OBD and CIOT programs are to provide funding to New Mexico law enforcement agencies to enforce seatbelt and child restraint laws, to participate in child

(Continue on additional sheets as required)

restrain training and clinics. Agencies receiving OBD funds are required to participate in the CIOT national mobilization and conduct at the minimum one (1) nighttime seatbelt operation. The period of performance will be May 20, 2013 through June 2, 2013 or as executed by both parties whichever is later.

- 100 Days and Nights of Summer (100D/N): \$18,011.00  
The purpose of the 100 Days and Nights of Summer project is to provide funding to New Mexico law enforcement agencies for activities aimed at reducing traffic-related injuries and fatalities. Activities include conducting 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. The period of performance will be from June 21, 2013 through September 30, 2013 or as executed by both parties whichever is later.

**SUPPORT INFORMATION:**

1. Resolution.
2. Exhibit "A", Letter of Award, dated September 20, 2012.
3. Exhibit "B", NMDOT-TSD Consolidated Project Agreement.
4. Exhibit "C", 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 these funds: fund <u>2424</u> in the amount of <u>\$116,546.00</u> and fund <u>2422</u> in the amount of <u>\$18,011.00</u> for FY13.
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

**BUDGET NARRATIVE**

Grant funds will be budgeted in fund number 2424: TSB Enforcement as follows: ODWI funds in the amount of \$98,835.00 under Project Code 37028; OBD/CIOT funds in the amount of \$17,711.00 under Project Code 37029; and in fund Number 2422: STEP GRT: 100D/N funds in the amount of \$18,011.00 under Project Code 37133.

**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	24147270-610210-37028	\$98,835.00	\$98,835.00*	\$0	None
TSB Enforcement	24140240-55018-37029	\$17,711.00	\$17,711.00*	\$0	None
STEP GRT	24140070-552018-37133	\$18,011.00	\$18,011.00*	\$0	None

\*Upon approved budget adjustment.

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will allow the City, on behalf of its Police Department, to accept the grant funds; ratify the City Manager's signature on the Consolidated Project Agreement, and adjust the FY 2013 budget.
2. Vote "No"; this will reject the grant award and could negatively affect future sub-grant awards from NMDOT.
3. Vote to "Amend"; this is not an option as grant funding is specific to approved initiatives as stipulated under the accepted grant proposal.
4. Vote to "Table"; this is not an option as the grant award is constrained by a specific period of performance.

**REFERENCE INFORMATION:**

N/A

(Continue on additional sheets as required)

**RESOLUTION NO. 13-080**

**A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES, ON BEHALF OF ITS POLICE DEPARTMENT TO ACCEPT A GRANT AWARD FOR A TOTAL AMOUNT OF \$134,557.00 FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION, TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE CONSOLIDATED PROJECT AGREEMENT, AND TO ADJUST THE FY 2013 BUDGET.**

The City Council is informed that:

**WHEREAS**, on September 20, 2012, the City of Las Cruces received a notice of grant award, on behalf of its Police Department, in the amount of \$134,557.00 from the New Mexico Department of Transportation Traffic Safety Division; Exhibit "A", attached hereto and made part of this resolution; and

**WHEREAS**, the grant funding will be used to support officer overtime and related costs associated to projects outlined in the Consolidated Project Agreement; Exhibit "B", attached hereto and made part of this resolution; and

**WHEREAS**, projects include Operation Driving While Intoxicated, Operation Buckle Down/Click It or Ticket, and 100 Days and Nights of Summer; and

**WHEREAS**, the period of performance for the Consolidated Project Agreement is from October 1, 2012 through September 30, 2013.

**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 \$134,557.00, on behalf of its Police Department, from the New Mexico Department of Transportation Traffic Safety Division.

(II)

THAT the City Manager's signature on the Consolidated Project Agreement is hereby ratified; Exhibit "B", attached hereto and made part of this resolution.

(III)

THAT grant funding will be budgeted as shown in the budget adjustment; Exhibit "C", 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: \_\_\_\_\_

VOTE:

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

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

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

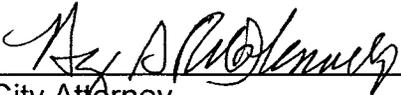
Councillor Pedroza: \_\_\_\_\_

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

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

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

APPROVED AS TO FORM:

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



September 20, 2012

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

RE: Project Agreement

Dear Sergeant Triste:

Enclosed are three partially executed project agreement originals for the 2012-2013 fiscal year. Please note that this consolidated project agreement may contain a different scope of work for the program in which your agency agreed to administer. Please reference your project agreement which will outline in the scope of work the type of federal or state funding that you will be receiving for each program and for what purpose the funding can be used.

Program activities cannot start until the project agreement is fully executed. To execute the agreement, the authorizing official must sign and date 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 and date are not on the Agreement, the Agreement will not be valid.

Please return two signed original project agreements to Geraldine Sanchez, at 604 West San Mateo Road, Santa Fe, NM 87504, and retain the other original for your files. The signed and dated 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 and 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 monthly 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. Please note that for each different scope of work, the agency must bill separately according to the project and funding source.

We look forward to working with you to prevent injuries and fatalities. 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

**Dr. Kenneth White**  
Secretary  
District 1

**Ronald Schmeits**  
Commissioner  
District 4

**Butch Mathews**  
Commissioner  
District 5

**Jackson Gibson**  
Commissioner  
District 6

**NEW MEXICO DEPARTMENT OF TRANSPORTATION****TRAFFIC SAFETY DIVISION****HIGHWAY SAFETY PROJECTS****CONSOLIDATED PROJECT AGREEMENT****GRANTEE: LAS CRUCES (CITY)**

This Consolidated Project Agreement is entered into between the State of New Mexico, the New Mexico Department of Transportation, (Department) and LAS CRUCES (CITY), (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 – PURPOSE, MISSION AND GOALS**Purpose

The purpose of this Agreement is to provide funding to New Mexico law enforcement agencies or government agencies through four (4) state and federal programs to reduce traffic-related injuries, and deaths.

Mission

This mission, which is undertaken by the Department's Traffic Safety Division (TSD), is to provide a seamless transportation system that safely and efficiently moves people and supports a growing economy. The TSD is committed to preventing injuries and saving lives by eliminating crashes on New Mexico public roadways. *¡Sí Se Puede!*

Goals

The TSD's performance goals for the state are to:

1. Reduce the number of fatalities involving driver/motorcycle operators with a BAC of .08 or higher from 111 in CY2010 to 110 by the end of CY2012. (C-4; FARS Data)
2. Reduce the number of unrestrained occupant fatalities (all seat positions) from 120 in 2010 to 111 in 2012. (C-4; FARS Data)
3. Increase the observed seat belt use percentage from 90.5% in CY2011 to 91.5% in 2013. (B-1; NM Survey-Behavior Measure)
4. Reduce the number of speeding-related fatalities from 131 in 2010 to 129 by the end of CY 2012. (C-6; FARS Data).

## SECTION TWO – PROJECT GRANTS AWARDED

The Grantee has been awarded funding under the programs as specifically marked below. Under each program that funding has been granted is listed the amount of funding, term of the project and a referral to an attachment that provides the scope of work, specific details and requirements for the program.

- √ Operation Driving While Intoxicated (ODWI)  
Funding: \$98,835.00  
Term: October 1, 2012- to September 30, 2013  
Scope of Work/Requirements: Attachment A
- √ Operation Buckle Down (OBD)/ Click It or Ticket (CIOT)  
Funding: \$17,711  
Term: OBD: October 1, 2012- to September 30, 2013  
Term: CIOT: May 20, 2013 to June 2, 2013  
Scope of Work/Requirements: Attachment B
- √ 100 Days and Nights of Summer (100 Days)  
Funding: \$18,011.00  
Term: June 21, 2013 to September 30, 2013  
Scope of Work/Requirements: Attachment D

## SECTION THREE – THE GRANTEE SHALL COMPLY WITH:

1. All provisions and conditions of this Consolidated Agreement and the Scope of Work/Requirements for each program under which Grantee is awarded funding.
2. The Traffic Safety Division Project Management and Accounting Procedures Manual.
3. The State Procurement Code, NMSA 1978, Sections 13-1-28 to Sections 13-1-199.
4. The National Highway Traffic Safety Administration Grants Management Manual when the scope of work budget indicates federal funding.

## SECTION FOUR – METHOD OF PAYMENT, REIMBURSEMENT

The Department shall reimburse Grantee upon receipt of invoices, with supporting documentation, showing that expenses have been paid. Requests must have designee's signature. Claims for reimbursement must be fully completed and submitted monthly with sufficient supporting documentation, as determined and/or approved by the Department. All documents must indicate that expenses have been paid, and must be submitted monthly throughout the grant period even if there is no activity claimed during the month. The Department reserves the right to withhold payment invoices that are incorrect and/or incomplete and must be submitted on the appropriate designated forms. A final reimbursement claim must be received by the Department no later than

30 days after the end date of this Agreement. The Department shall not reimburse 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. Documentation as outlined in the TSD Project Management and Accounting Procedures Manual must be retained in the GRANTEE's files.

#### **SECTION FIVE - 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 SIX - 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 SEVEN - 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 EIGHT - 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 NINE – 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 TEN - 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 ELEVEN - 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 TWELVE - TERM AND TERMINATION**

- A. This Agreement becomes effective on upon signature of both parties. This agreement shall terminate September 30, 2013.
- B. This Agreement must be received by the Department within sixty (60) days of the department 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. If the Grantee fails to support the Purpose, Mission and Goals of this Agreement or to comply with any provisions of this Agreement, the Department has the option to suspend or 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 THIRTEEN - 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 FOURTEEN - 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 FIFTEEN --- EQUIPMENT AND DISPOSITION OF PROPERTY**

Equipment acquired under this agreement shall be retained and kept in operation for highway safety purposes. If upon termination of this Agreement, there remains any property, materials or equipment belonging to the Department, Grantee shall account for same and dispose of directed by the Department. When this AGREEMENT involves federal funds the GRANTEE shall comply with federal regulations and written prior approval by the department for the purchase of equipment exceeding more than five thousand dollars.

### **SECTION SIXTEEN -- OFFICIALS NOT TO BENEFIT**

No member of the New Mexico Legislature nor any member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit that may arise there from. The provisions of this clause shall be extended to all public employees, officers, or tribal council members.

**SECTION SEVENTEEN – JURISDICTION**

This Agreement and all work hereunder shall be subject to the laws, rules, regulations and decrees of the State of New Mexico.

**SECTION EIGHTEEN - 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.

**SECTION NINETEEN - AMENDMENT**

This AGREEMENT shall not be altered, modified, or amended except by an instrument in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: Kathryn E. Bender  
KATHRYN E. BENDER  
DEPUTY CABINET SECRETARY

DATE: 10/25/12

LAS CRUCES (CITY), GRANTEE

APPROVED AS TO FORM:  
[Signature]  
City Attorney

By: [Signature]  
ROBERT GARZA  
Title: CITY MANAGER

DATE: 11-8-12

Approved as to form and legal sufficiency by the legal counsel of the New Mexico Department of Transportation

BY: Cynthia A. Christ  
Assistant General Counsel

DATE: 10-18-12

**ATTACHMENT A**

**OPERATION DRIVING WHILE IMPAIRED (ODWI)**

**SCOPE OF WORK**

Project Number: 13-AL-64-049

Grantee: Las Cruces Police Department

Term: October 1, 2012 to September 30, 2013 or as executed by both parties whichever is later.

**SECTION ONE – PURPOSE OF ODWI:**

The purpose of ODWI is to provide funding to New Mexico law enforcement agencies for Driving While Impaired (DWI) sobriety checkpoints, saturation patrols and other DWI related activities aimed at reducing alcohol-related crashes, injuries, and deaths.

**SECTION TWO – PROJECT FUNDING:**

1. The total estimated cost for ODWI is \$98,835.00. The Department has determined the funding source will be Federal Section 164 (Alcohol countermeasures), which is subject to change by the Department. Funding sources and CFDA numbers may change. The Grantee will be notified in writing and a written amendment will not be necessary.  
(CFDA # 20.608)
2. The Grantee shall pay all ODWI Project costs that exceed \$98,835.00. The Project budget is itemized as follows:

Personal Services	\$57,536.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$41,299.00
<b>TOTAL</b>	<b>\$98,835.00</b>

The Grantee may transfer funds between budget categories with prior written approval from the TSD Director when the transfer of funds improves program effectiveness.

### SECTION THREE – SCOPE OF WORK

The Grantee shall:

#### A. Project Services:

1. Conduct individual and joint police agency participation in statewide highly publicized sobriety checkpoints and saturation patrols that are conducted in accordance with state and federal court rulings, specifically *City of Las Cruces v. Betancourt* at 735 P.2<sup>nd</sup> 1161 (N.M.App., 1987), The Sobriety Checkpoint Manual, the TSD's Project Management and Procedures Manual, applicable Federal regulations, and the Grantee's internal policies and procedures.
2. Conduct a minimum of 12 checkpoint(s) and a minimum 19 saturation patrol(s) during the Superblitz periods, Mini Superblitz Periods, and the National DWI Mobilization period set by the TSD and complete required follow-up billing for these efforts.
3. Conduct a minimum of 12 checkpoint(s) and a minimum of 20 saturation patrol(s) during the expanded enforcement period and complete required follow-up billing.
4. Up to 10 percent of overtime funds may be used for administrative costs, which include overtime for officers or civilian employees who dispatch or process paperwork for the project. Prior written approval from the TSD is required for expenditures not described herein. Administrative costs claimed may not exceed 10 percent of the monthly claim. Complete appropriate section on Reimbursement Claim form.
5. The Department anticipates that it will cost \$1,720.80 per checkpoint with a minimum of 9 officers for a minimum of 5 hours, and will reimburse the agency at that rate.
6. The Department will use the rate of \$38.24 per hour in order to "estimate" the budget for salaries for checkpoints. The Grantee will be required to bill "actual hourly rate" for each officer participating and paid under this project agreement. Saturation Patrols will consist of a minimum of two officers working at the same time and in the same general area.
7. The Department agrees to reimburse the Grantee \$1,720.80 for each checkpoint.
8. Funds may be used to pay actual overtime expenses (hourly rate X 1.5) for officers to attend court hearings which result from an arrest while working the ODWI project.
9. Grantee shall pay officer(s) at a rate not to exceed the officer(s) actual overtime rate.
10. Grantee is responsible for submitting all DWI citations to the Motor Vehicle Division of the New Mexico Taxation & Revenue Department within 10 days of the issuance of the citation(s). Grantee is responsible for timely crash reports to be submitted to the Department according to NMSA 1978, Section 66-7-207. If citations are not submitted within 10 days, future funding could be affected.
11. No equipment will be allowed under this project agreement unless specified in the scope of work and a request and prior approval must be received by the

Department and an amendment will be necessary. Any excess funds must be approved by the Department prior to being utilized by the Grantee.

12. The GRANTEE shall comply with prior approval by the department if purchasing any equipment exceeding five thousand dollars.
13. The final reimbursement requests submitted after October 31, 2013 may not be reimbursed.
14. The agency is responsible for notifying the enforcement coordinator, the law enforcement liaison assigned to the agency, and the TSD program manager of any changes in project coordinators.

#### B. Activities:

1. The sobriety checkpoints and saturation patrols will be accompanied by public information, media, and education activities. Each program shall designate a coordinator to oversee publicity, media coordination, and enforcement activities.
2. **Scheduled Superblitz periods are:** (1) *Holiday Superblitz*, November 16, 2012 – January 6, 2013, (2) *St. Patrick's Day*, March 13, 2013 – March 18, 2013, (3) *May Mini Blitz, Cinco De Mayo*, May 1 2013 – May 6, 2013, and (4) *Labor Day*, August 16, 2013 – September 2, 2013.
3. Expanded Enforcement periods are considered anytime outside the Superblitz and National DWI Mobilization periods.

#### C. Training:

1. The Agency Coordinator or a representative will attend the Spring TSD Law Enforcement Coordinators Meeting.
2. The Project Management and Accounting Procedures financial training is mandatory for the agency coordinator and payroll administrator.
3. Participating enforcement officers must have and maintain law enforcement certifications in all areas necessary to conduct checkpoint and saturation patrol activities. **All** officers working checkpoints must be certified in Standardized Field Sobriety Testing (SFST). Individuals administering field sobriety testing shall be required to be certified in SFST training or have taken a SFST refresher course within the last 2 years or will take a refresher course in FY13. SFST training will be offered by the Traffic Safety Division upon request on a regional basis.

#### D. Evaluation:

1. Submit reports to the designated enforcement contractor within ten (10) days after the end of each month, Superblitz period, or special National Mobilization period, using TSD's Activity Report form. Reports must be submitted as required or funding may be withheld or discontinued.
2. Conduct the number of negotiated checkpoints and saturation patrols.

**ATTACHMENT B**

**OPERATION BUCKLE DOWN (OBD)**  
**&**  
**CLICK IT OR TICKET (CIOT)**

**SCOPE OF WORK**

Project Number: 13-OP-RF-049

Grantee: Las Cruces Police Department

Term: OBD: October 1, 2012 to September 30, 2013

Term: CIOT: May 20, 2013 to June 2, 2013 or as executed by both parties whichever is later.

**SECTION ONE – PURPOSE OF OBD AND CIOT**

The purpose of OBD and CIOT programs are to provide funding to New Mexico law enforcement agencies to enforce seatbelt and child restraint laws, to participate in child restraint training and clinics. Agencies receiving OBD funds are required to participate in the CIOT national mobilization and conduct at the minimum one (1) nighttime seatbelt operation. Section Two contains funding and scope of work for OBD and CIOT.

**SECTION TWO – OPERATION BUCKLE DOWN**

**A. Funding:**

1. The total estimated cost for the Project is \$17,711.00. The Department has determined the funding source will be State Road Funds, which is subject to change by the Department. Funding sources and CFDA numbers may change. 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 \$17,711.00. The Project budget is itemized as follows:

Personal Services	\$17,711.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
<b>TOTAL</b>	<b>\$17,711.00</b>

The Grantee may transfer funds between budget categories with prior written approval from the TSD Director when the transfer of funds improves program effectiveness.

## B. Scope of Work

### The Grantee Shall:

#### 1. Project Services:

- a. 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 Superblitz periods, the Mini-Superblitz periods, and the National Occupant Protection Mobilization period.
- b. Participate in other scheduled Superblitz activities and National Occupant Protection mobilization periods as directed by the Traffic Safety Division.
- c. Conduct 129 hours of enforcement activities during the expanded enforcement periods. Expanded enforcement periods are defined as any time outside scheduled Superblitz periods.
- d. 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.
- e. 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 hourly rates" for each officer participating and paid under this project agreement. Any excess funds must be approved by the Department prior to being utilized by the Grantee.
- f. Funds may be expended for overtime and/or excess per diem for officers to attend Operation Safe Kids training, a 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 TSD's approved form. Prior written approval from the TSD is required for expenditures not described herein.
- g. 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 20, 2013 through June 2, 2013 during the National Click It or Ticket Mobilization.
- h. Conduct 179 hours of enforcement activities during the two-week National Click it or Ticket Mobilization period.
- i. 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).

## 2. Activities:

- a. Designate a coordinator to oversee publicity, media coordination, and enforcement activities.
- b. **Scheduled Superblitz periods are:** (1) *Holiday Superblitz*, November 16, 2012 – January 6, 2013, (2) *St. Patrick's Day*, March 13, 2013 – March 18, 2013, (3) *May Mini Blitz, Cinco De Mayo*, May 1, 2013 – May 6, 2013, and (4) *Labor Day*, August 16, 2013 – September 2, 2013.
- c. Scheduled National Occupant Protection Mobilization Click It or Ticket period is: May 20, 2013 through June 2, 2013.
- d. Expanded Enforcement periods are considered anytime outside the Superblitz and National Occupant Protection Mobilization periods.

## 3. Training:

- a. Agency Coordinator or a representative shall attend the Spring TSD Law Enforcement Coordinators Meeting.
- b. The Project Management and Accounting Procedures financial training is mandatory for the agency coordinator and payroll administrator.

## 4. Evaluation:

- a. 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 TSD'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.

**ATTACHMENT D****100 DAYS AND NIGHTS OF SUMMER (100 D/N)****SCOPE OF WORK**

Project Number: 13-RF-DS-049

Grantee: Las Cruces Police Department

Term: June 21, 2013 to September 30, 2013 or as executed by both parties whichever is later.

**SECTION ONE – PURPOSE**

The purpose of the 100 Days and Nights of Summer project is to provide funding to New Mexico law enforcement agencies for activities aimed at reducing traffic-related injuries and fatalities.

**SECTION TWO – PROJECT FUNDING:**

1. The total estimated cost for the Project is \$18,011.00. The Department has determined the funding source will be 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 \$18,011.00. The Project budget is itemized as follows:

Personal Services	\$18,011.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
<b>TOTAL</b>	<b>\$18,011.00</b>

The Grantee may transfer funds between budget categories with prior written approval from the TSD Director when the transfer of funds improves program effectiveness.

### SECTION THREE – SCOPE OF WORK

The Grantee Shall:

**A. 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 TSD will pay actual hourly time-and-one-half for overtime enforcement in targeted locations from June 21, 2013 through September 30, 2013 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.

**B. ACTIVITIES:**

1. 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.
2. Pay all Project costs that exceed \$18,011.00.

**C. 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.

**D. 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
3. The Grantee will submit the final reimbursement claim and final report by October 31, 2013 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.

CITY OF LAS CRUCES  
ADOPTED BUDGET FY 2012/2013

FUND	DIVISION		FUND TYPE	
STEP Fund 2422	Police		Special Revenue	
	FY 2011/12 Prelim Actual*	FY 2012/13 Adopted	FY 2012/13 Adjustment	FY 2012/13 Adjusted
<b>RESOURCES</b>				
Beginning Balance	\$ 0	0		0
<b>REVENUES</b>				
37019 STEP Grant 2011	(236)	2,242		2,242
37131 100 Days and Night of Summer	15,769	0		0
37132 STEP Grant 2012	4,260	18,016		18,016
37133 100 Days and Nights of Summer	0	0	18,011	18,011
<b>Total Revenues</b>	\$ 19,793	20,258	18,011	38,269
<b>Total Resources</b>	\$ 19,793	20,258	18,011	38,269
<b>EXPENDITURES</b>				
37019 STEP Grant 2011	(236)	2,242		2,242
37131 100 Days and Night of Summer	15,769	0		0
37132 STEP Grant 2012	4,260	18,016		18,016
37133 100 Days and Nights of Summer	0	0	18,011	18,011
<b>Total Expenditures</b>	\$ 19,793	20,258	18,011	38,269
<b>ENDING BALANCE</b>	\$ 0	0	0	0

\*Preliminary actual as of November 7, 2012.

## EXHIBIT "C" CONTINUED

CITY OF LAS CRUCES  
ADOPTED BUDGET FY 2012/2013

FUND	DIVISION		FUND TYPE	
Traffic Safety Bureau Enforcement Grant Fund 2424	Police		Special Revenue	
	FY 2011/12 Prelim Actual*	FY 2012/13 Adopted	FY 2012/13 Adjustment	FY 2012/13 Adjusted
<b>RESOURCES</b>				
Beginning Balance	\$ 41,337	41,337	(32,598)	8,739
<b>REVENUES</b>				
37010 Operation DWI 2009	\$ 0	0		0
37011 Operation Buckledown 2010	0	0		0
37016 Operation DWI 2011	35,105	0		0
37017 Operation Buckledown 2011	3,177	0		0
37022 Community DWI 2012	8,995	9,000		9,000
37023 Operation Buckledown 2012	7,689	7,401		7,401
37024 Education & Equipment 2012	3,740	0		0
37025 DWI 2012	79,423	28,227		28,227
37027 DWI 2013	0	5,284		5,284
37028 DWI 2014	0	0	98,835	98,835
37029 Operation Buckledown 2013	0	0	17,711	17,711
37205 Click it or Ticket 2011	0	0		0
37206 Click it or Ticket 2012	6,357	6,845		6,845
<b>Total Revenues</b>	\$ 144,486	56,757	116,546	173,303
<b>Total Resources</b>	\$ 185,823	98,094	83,948	182,042
<b>EXPENDITURES</b>				
37005 TSB Operation Buckledown 2009	\$ 0	0		0
37006 TSB DWI '08	0	0		0
37010 Operation DWI 2009	0	0		0
37011 Operation Buckledown 2010	0	0		0
37016 Operation DWI 2011	35,105	0		0
37017 Operation Buckledown 2011	3,177	0		0
37018 Mesilla Valley Safety Council	32,599	34,712	(32,599)	2,113
37022 Community DWI 2012	8,995	9,000		9,000
37023 Operation Buckledown 2012	7,689	7,401		7,401
37024 Education & Equipment 2012	3,740	0		0
37025 DWI 2012	79,423	28,227		28,227
37027 DWI 2013	0	5,284		5,284
37028 DWI 2014	0	0	98,835	98,835
37029 Operation Buckledown 2013	0	0	17,711	17,711
37205 Click it or Ticket 2011	0	0		0
37206 Click it or Ticket 2012	6,356	6,845		6,845
<b>Total Expenditures</b>	\$ 177,084	91,469	83,947	175,416
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfer from Fund 7430-Mesilla Valley Safety Council	0	0		0
<b>Total Other Financing Sources (Uses)</b>	0	0	0	0
<b>ENDING BALANCE</b>	\$ 8,739	6,625	1	6,626

\*Preliminary actual as of November 7, 2012.