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City of Las Cruces[®]
 PEOPLE HELPING PEOPLE

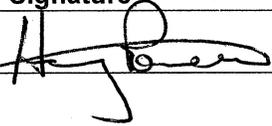
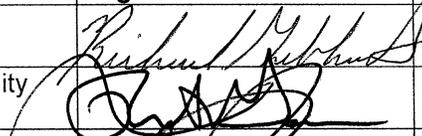
Council Action and Executive Summary

Item # 7 Ordinance/Resolution# 10-007 Council District:

For Meeting of July 6, 2009
 (Adoption Date)

TITLE: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES POLICE DEPARTMENT TO RECEIVE \$18,007 IN GRANT FUNDING FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (S.T.E.P.) 100 DAYS AND NIGHTS OF SUMMER CAMPAIGN, TO RATIFY THE MAYOR'S SIGNATURE TO ACCEPT THE AWARD AND TO ADJUST THE FISCAL YEAR 2010 BUDGET.

PURPOSE(S) OF ACTION: To accept \$18,007 in grant funding from the New Mexico Department of Transportation for the S.T.E.P. 100 DAYS AND NIGHTS OF SUMMER CAMPAIGN from June 1- September 30, 2009, and to ratify the Mayor's signature required to accept the funds to ensure that program activities start on the requisite date. Additionally, to approve the request to adjust the FY 2010 budget to expend the funds.

Name of Drafter: Robin L. Rice		Department: OMB/Grants		Phone: (575) 541-2104	
Department	Signature	Phone	Department	Signature	Phone
Police Department		(575) 524-4200	Budget		(575) 541-2300
			Assistant City Manager		(575) 541-2271
Legal		(575) 541-2128	City Manager		(575) 541-2076

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS: Goal of the grant funding is to fund the Selective Traffic Enforcement Program (S.T.E.P.) 100 Days and Nights of Summer Campaign activities aimed at reducing traffic-related injuries and fatalities.

Law enforcement agencies participating in the project are allowed the cost of traffic safety-related enforcement overtime conducted in high crash locations, identified through local data.

In order to begin the program activities by June 1, 2009, Mayor Miyagishima signed the grant award agreement as the authorizing official listed on the award document.

SUPPORT INFORMATION:

Fund Name / Account Number	Amount of Expenditure	Budget Amount
Revenue: 2414070-552018-TBD	\$18,007	\$18,007 pending adjustment
Expenditure: 24147090-610210-TBD		

(Continue on additional sheets as required)

1. Resolution
2. Exhibit "A"- Grant Application Package
3. Exhibit "B" - Budget Adjustment
4. Exhibit "C" - New Mexico Traffic Safety Project Agreement

OPTIONS / ALTERNATIVES:

1. Approve the Resolution to accept the grant funds from the New Mexico Department of Transportation S.T.E.P. 100 DAYS AND NIGHTS OF SUMMER CAMPAIGN to conduct increased visibility enforcement and public awareness reducing traffic-related injuries and fatalities.
2. Do not approve the Resolution to accept the grant funds from the New Mexico Department of Transportation which would require the return of grant funds, the program not funded, and result in the Las Cruces Police Department not participating in this statewide initiative.
3. Amend the request.

RESOLUTION NO. 10-007

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES POLICE DEPARTMENT TO RECEIVE \$18,007 IN GRANT FUNDING FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (S.T.E.P.) 100 DAYS AND NIGHTS OF SUMMER CAMPAIGN, TO RATIFY THE MAYOR'S SIGNATURE TO ACCEPT THE AWARD AND TO ADJUST THE FISCAL YEAR 2010 BUDGET.

The City Council is informed that:

WHEREAS, the City of Las Cruces is committed to increasing community awareness and participation in the statewide initiative reduce traffic- related injuries and fatalities through providing targeted enforcement opportunities for the community; and

WHEREAS, the New Mexico Department of Transportation is making available \$18,007, in grant funding to the Las Cruces Police Department in support of the (S.T.E.P.) 100 DAYS AND NIGHTS OF SUMMER CAMPAIGN for targeted enforcement opportunities.

NOW, THEREFORE, be it resolved by the governing body of the City of Las Cruces, New Mexico:

(I)

THAT, the Las Cruces Police Department may accept the New Mexico Department of Transportation grant award for \$18,007; and

(II)

THAT, The Council does ratify the signature of the Mayor approving acceptance of the award in a timely manner; and

(III)

THAT, the City of Las Cruces Fiscal Year 2009/2010 Budget are amended as reflected in Exhibit "B"; and

(IV)

THAT, City Staff and Officials are authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this 6th day of July, 2009.

APPROVED:

Mayor

ATTEST:

VOTE:

City Clerk

Mayor Miyagishima: _____
Councillor Silva: _____
Councillor Connor: _____
Councillor Archuleta: _____
Councillor Small: _____
Councillor Jones: _____
Councillor Thomas: _____

(SEAL)

Moved by: _____

Seconded by: _____

Approved as to Form:



City Attorney

Grant Application Package

Award Acceptance Verification and Signature

Opportunity Title: Selective Traffic Enforcement Program (S.T.E.P.)
100 Days and Nights of Summer Campaign

Offering Agency: New Mexico Department of Transportation

Opportunity Number:

Approximate Value Requested: \$18,007
No Match required

Grant Awarded: May 29, 2009 for June 1-September 30, 2009

Requesting Agency/Department: LCPD

OMB – Grant Writer: Robin Rice

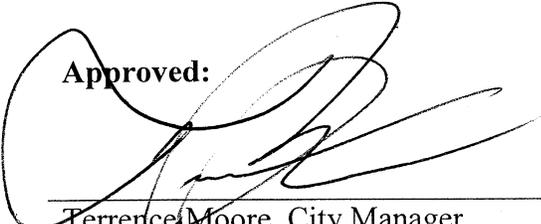
SUPPORT INFORMATION

1. Sign this agreement to ensure that funding may be utilized at the start of the grant time period of June 1 – September 30, 2009.
2. Council CAES and Resolution and budget adjustment will be submitted at the first available agenda date in July.

OPTIONS

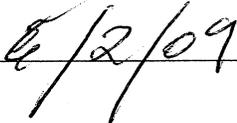
1. Agree to accept the award. Affirmed by signature below. Package to be returned to OMB, Grant Writer.
2. Disagree, award will be refused. Unsigned package to be returned to OMB, Grant Writer.

Approved:



Terrence Moore, City Manager

Date



6/2/09

<p>CMP #2.2 Effective 9/20/04: The City Manager may authorize the application for any grant with these exceptions: The grant award is anticipated to be in excess of \$50,000 and funding has not been appropriated as part of the current budget. The acceptance of the grant will require City Council to adjust the current budget to appropriate matching funds. The grant requirements stipulate that the City will continue to operate and fund the project/program after the grant period is complete. The grant requirements stipulate that the City enter into a new Memorandum of Understanding or a Joint Powers Agreement with another entity.</p>
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Grant Overview⁹³ Worksheet

Title of Grant Program: Selective Traffic Enforcement Program (STEP) 100 Days and Nights of Summer Campaign Grant

Funding Organization: New Mexico Department of Transportation, Programs Division, Traffic Safety Bureau

Section Applying: Las Cruces Police Department

Description of Proposed Project: The STEP program is to provide funding for increased high visibility enforcement to reduce the numbers of traffic related injuries and fatalities in high crash locations.

Project Activities include:

1. Reduce the number of crash fatalities from 449
2. Reduce serious injury and fatality rate
3. Reduce alcohol-involved crash fatalities by 10% in Las Cruces in FY 2008-09 and FY 2009-10
4. Reduce the amount of traffic-related fatalities by 10% in Las Cruces in FY 2008-09 and FY 2009-10
5. Submit an activity report to the enforcement contractor by the 11th of the following month. The reimbursement claim will include the activity report for each month.

Final reimbursement claim and final report due by October 15, 2009

Strategic Plan **Goal: B** **Objective: 2** **Strategy:**
Performance Budget **Goal:** **Objective:** **Strategy:**

- Existing City Programs/Efforts** *(Example: request for environmentally-friendly weed management. Parks Section's existing budget and work activities includes weed management)*
- Expansion of Existing Program/Efforts** *(Example: request for advertising to increase public Awareness of the Farmers Market. The advertising campaign will be an increase over current activities/budget.)*
- New Initiative, Not Budgeted** *(Example: request to implement a recreational activity that is currently Not included in the city's recreational programs.)*
-

Project Maintenance *(If the grant specifies that the project must be maintained/operated after the grant period ends, list the requirements:*

Amount Section anticipates requesting: \$18,007 **Match Requirement %):** --0--
Projected Match **In-Kind:** **Cash:**
Match Source:

Grant Application Due: June 1, 2009
30, 2009

Grant Duration *(Months/Years):* June 1 – September

Grant Overview⁹⁴ Worksheet

MOU or Joint Powers Agreement Required (Yes/No): No

Grant Collaborators (List other city departments or outside agencies): No

Employees To Be Hired (# to be hired, full-time or part-time position and 1-sentence job responsibilities)
None

Grant Manager (Responsible for contract, project operations, budget management, and reports as prescribed)

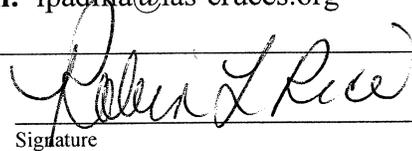
Name: Laurie Padilla

Title: Operations Analyst

Phone: (575) 528-4135

E-mail: lpadilla@las-cruces.org

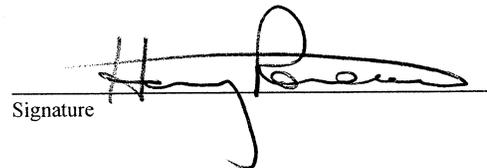
Submitted by: Robin Rice, Grant Writer



Signature

Date: 6/1/2009

Reviewed & Approved by: Harry Romero, Police Chief
Department Director



Signature

Date: 6/1/2009

**CITY OF LAS CRUCES
ADOPTED BUDGET FY 2009/2010**

FUND	DIVISION		FUND TYPE	
STEP Fund 2422	Police		Special Revenue	
	FY 2008/09 Projected*	FY 2009/10 Adopted	Adjustment	FY 2009/10 Adjusted
RESOURCES				
Beginning Balance	\$ 6,430	5,806		5,806
REVENUES				
24140070-552067-20510 STEP	\$ 0	7,000		7,000
24140070-552018-37001 STEP Grant (TSB) 2008	31,850	0		0
24140070-552018-xxxxx STEP Grant 2009	0	0	18,007	18,007
Total Revenues	\$ 31,850	7,000	18,007	25,007
Total Resources	\$ 38,280	12,806	18,007	30,813
EXPENDITURES				
24147090-610210-20510 Overtime	\$ 0	7,000		7,000
24147090-610210-37001 Overtime	32,474	0		0
24147090-610210-xxxxx Overtime	0	0	18,007	18,007
Total Expenditures	\$ 32,474	7,000	18,007	25,007
ENDING BALANCE	\$ 5,806	5,806	0	5,806

*Projected based on 8 months actual through February 28, 2009 and 4 months projected.

PROJECT TITLE: 100 DAYS AND NIGHTS OF SUMMER
PROJECT NUMBER: 09-PT-D5-049
GRANTEE NAME: LAS CRUCES (CITY)

PROJECT AGREEMENT

This AGREEMENT is entered into by and between the State of New Mexico, acting through its NEW MEXICO DEPARTMENT OF TRANSPORTATION, PROGRAMS DIVISION, TRAFFIC SAFETY BUREAU, hereinafter referred to as DEPARTMENT or TSB, and LAS CRUCES (CITY), hereinafter referred to as the GRANTEE.

In consideration of the covenants contained herein and pursuant to the DEPARTMENT'S authority under the Traffic Safety Act, NMSA 1978, Sections 66-7-501 through 66-7-511, as amended, the parties agree as follows:

SECTION ONE – PROJECT PURPOSE AND CONDITIONS:

The purpose of this AGREEMENT is to fund S.T.E.P. activities aimed at reducing traffic-related injuries and fatalities. The summer months traditionally have high motor vehicle-related crash and injury incidents. This program is designed to increase enforcement and public awareness during high risk months. The GRANTEE shall comply with all provisions and conditions of this Agreement, including the Traffic Safety Bureau Project Management and Accounting Procedures Manual and the State Procurement Code, NMSA 1978.

SECTION TWO – PROJECT FUNDING:

1. The total estimated cost for the PROJECT is \$18,007.00. The DEPARTMENT has determined the funding source will be state funded designated Education and Enforcement funds which are state authorized by state statute 66-7-512 and regulations Part 2,18.20.21, to institute and promote statewide traffic safety programs through education and enforcement. For the purpose of this program, the funds can be used for traffic-safety related enforcement overtime and training, which is subject to change by the DEPARTMENT.
2. The GRANTEE shall pay all PROJECT costs that exceed the total amount of \$18,007.00. The project budget is itemized as follows:

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

The Grantee may transfer funds between budget categories with prior written approval from the DEPARTMENT'S Traffic Safety Bureau when the transfer of funds improves program effectiveness.

SECTION THREE – PROGRAM SCOPE OF WORK:

A. MISSION:

To provide a seamless transportation system that safely and efficiently moves people and supports a growing economy.

The Traffic Safety Bureau is committed to preventing injuries and saving lives by eliminating crashes on New Mexico public roadways. *¡Sí Se Puede!*

B. PROGRAM SERVICES:

This program allows for the cost of traffic safety-related enforcement overtime conducted in high crash locations, identified through use of local data. Selective Traffic Enforcement will pay time-and-one-half for overtime enforcement in targeted locations from June 1, 2009 through September 30, 2009.

C. PERFORMANCE GOALS (statewide):

1. Reduce the number of crash fatalities from 449 (FY07 data, most recent available) to 400, by the end of FY 09.
2. Reduce the traffic fatality rate of 1.69 per 100 M VMT (FY07 data, most recent available) to 1.47 per 100 M VMT, by the end of FY 09.
3. Reduce the number of serious injuries from 5,742 (FY 07 data, most recent available) to 5,400, by the end of FY 09.
4. Reduce the fatal and serious injury rate of 23.37 per 100 M VMT (FY07 data, most recent available) to 21.16, by the end of FY 09.
5. Reduce the fatality rate of 22.6 per 100 K population (FY07 data, most recent available) to 17.8, by the end of FY 09.
6. Reduce the fatal and serious injury rate of 311.22 per 100K population (FY07 data, most recent available) to 258.42, by the end of FY 09.

Local Goals:

1. Reduce alcohol-involved crash fatalities by 10% in Las Cruces in FY 2008-09.
2. Reduce the amount of traffic-related fatalities by 10% in Las Cruces in FY 2008-09.

D. ACTIVITIES:

1. The GRANTEE shall conduct activities in a manner consistent with TSB'S Project Management and Accounting Procedures Manual.

2. The GRANTEE will conduct high visibility patrols to enforce traffic laws with special focus on speeding, seatbelts, aggressive driving, reckless driving, and driving while under the influence of liquor and/or drugs.
3. The GRANTEE will conduct high visibility patrols during night time hours and will focus on enforcing seatbelt and child restraint laws, as well as driving while under the influence of liquor and/or drugs.
4. The GRANTEE will conduct joint operations with other agencies, including but not limited to the New Mexico State Police, whenever possible to reduce the number of fatal and serious-injury crashes in the GRANTEE'S local area.
5. The GRANTEE shall pay all PROJECT costs that exceed \$18,007.00.

E. TRAINING:

1. Officers not certified shall attend a basic S.T.E.P. eight-hour course or other specialized traffic safety-related training through the New Mexico Department of Public Safety Training Center.
2. Officers conducting speed enforcement shall be radar certified.
3. Officers conducting or participating in DWI enforcement activities shall have and maintain law enforcement certifications in all areas necessary to conduct alcohol-related stops including all protocols set forth by the State of New Mexico Criminal and Traffic Law Manual.

F. EVALUATION:

1. The GRANTEE will submit the activity report to the enforcement contractor by the 11th of the following month. The reimbursement claim will include the activity report for each month.
2. The GRANTEE will submit the final reimbursement claim and final report by October 15, 2009. The final report should detail whether or not performance goals were met.

SECTION FOUR - ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:

There shall be strict accountability for all receipts and disbursements relating hereto. The GRANTEE shall maintain all books, documents, papers, accounting records, data and other documentation pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period for three (3) years from the date of final payment under the AGREEMENT. The GRANTEE shall furnish the DEPARTMENT or State Auditor, upon demand, any and all such records relevant to this AGREEMENT and allow them the right to audit all records, which support the terms of this AGREEMENT. If an audit finding determines that specific funding use was inappropriate or not related to the project, the GRANTEE shall reimburse that portion to the DEPARTMENT within thirty (30) days of written notification. If documentation is insufficient to support an audit

by customarily accepted accounting practices, the expenses supported by such insufficient documentation shall be reimbursed to the DEPARTMENT within 30 days.

SECTION FIVE - PROJECT RESPONSIBILITY:

Completing the terms of this Project is the GRANTEE'S sole responsibility and nothing herein is intended to give the DEPARTMENT any responsibility for the Project other than as set forth in this AGREEMENT.

SECTION SIX - AUTHORIZATION OF EXPENDITURES:

The terms of this AGREEMENT are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States if federal funds are involved, or the State Legislature if State funds involved, for performance of this AGREEMENT. If sufficient appropriations and authorizations are not made, this AGREEMENT shall terminate upon written notice being given by the DEPARTMENT to the GRANTEE. The DEPARTMENT is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the DEPARTMENT. The DEPARTMENT'S decision as to whether its funds are sufficient for fulfillment of the AGREEMENT shall be final.

SECTION SEVEN - TERMS OF THE AGREEMENT:

This AGREEMENT constitutes the entire agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this AGREEMENT and not enforceable pursuant to this AGREEMENT. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

SECTION EIGHT – THIRD-PARTY BENEFICIARY CLAUSE:

No provision of this AGREEMENT creates in the public, or any member thereof, a third-party beneficiary or to authorize anyone not a party to the AGREEMENT to maintain a suit for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to the provision of this AGREEMENT.

SECTION NINE - NEW MEXICO TORT CLAIMS ACT:

No provision of this AGREEMENT establishes any waiver of immunity from liability for alleged tortious conduct of any employee of the DEPARTMENT or the GRANTEE arising from the

performance of this AGREEMENT apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, and et seq., as amended.

SECTION TEN - SEVERABILITY:

In the event that any portion of this AGREEMENT is determined to be void, unconstitutional or otherwise unenforceable; the remainder of this AGREEMENT shall remain in full force and effect.

SECTION ELEVEN - AMENDMENT:

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

SECTION TWELVE - REIMBURSEMENT:

Funds expended by the GRANTEE for the purposes stated in Section Three – Program Scope of Work shall be reimbursed by the DEPARTMENT to the GRANTEE. The DEPARTMENT shall not reimburse the GRANTEE for any costs incurred prior to the full execution of the AGREEMENT, after the expiration of the AGREEMENT, or in excess of the maximum dollar amount of the AGREEMENT, unless the maximum dollar amount is duly amended prior to incurring cost for services or deliverables. Claims for reimbursement must be fully completed and submitted at least quarterly on the required forms provided by the DEPARTMENT. All reimbursement claims must be received by the DEPARTMENT no later than 30 days after the end date of this AGREEMENT. Documentation as outlined in the Traffic Safety Bureau's Project Management and Accounting Procedures Manual must be retained in the GRANTEE'S files.

SECTION THIRTEEN - EFFECTIVE DATE and TERMINATION:

- A. This AGREEMENT becomes effective on June 1, 2009 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 September 30, 2009. Neither party shall have any obligation 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.

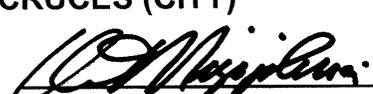
IN WITNESS WHEREOF, the parties have executed this AGREEMENT.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

BY: 
MAX E. VALERIO, P.E.
DEPUTY SECRETARY,
PROGRAMS AND INFRASTRUCTURE 

DATE: 5/2/09

**GRANTEE NAME:
LAS CRUCES (CITY)**

BY: 
KEN MIYAGISHIMA
AUTHORIZED OFFICIAL
TITLE: MAYOR

DATE: 6/1/09