

City of Las Cruces[®]

PEOPLE HELPING PEOPLE

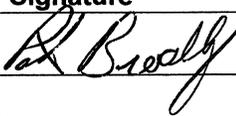
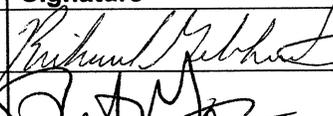
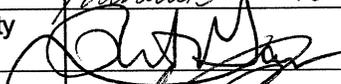
Council Action and Executive Summary

Item # 6 Ordinance/Resolution# 10-147 Council District:

For Meeting of December 7, 2009
(Adoption Date)

TITLE: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES POLICE DEPARTMENT TO RECEIVE \$5,898 IN GRANT FUNDING FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR THE OPERATION BUCKLE DOWN 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 \$5,898 in grant funding from the New Mexico Department of Transportation for the OPERATION BUCKLE DOWN CAMPAIGN from October 1 2009 - September 30, 2010, 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: Finance/Grants Admin Office		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 award is to fund the City of Las Cruces Police Department's enforcement of occupant protection laws and ordinances aimed at increasing seatbelt and child restraint usage. The intent of the grant award is to increase seatbelt and child restraint usage by 2%.

In order to begin the program activities by October 1 2010, 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
Traffic Bureau Enforcement Grants: Revenue: 24140240-552018-37011 Expenditure: 24147280-610210-37011	\$5,898.00	\$5,898 pending adjustment

(Continue on additional sheets as required)

1. Resolution
2. Exhibit "A"- New Mexico Traffic Safety Project Agreement
3. Exhibit "B" - Budget Adjustment

OPTIONS / ALTERNATIVES:

1. Approve the Resolution to accept the grant funds from the New Mexico Department of Transportation OPERATION BUCKLE DOWN CAMPAIGN to conduct increased visibility enforcement and public awareness increase usage of child restraint and seatbelt usage.
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. 10-147

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES POLICE DEPARTMENT TO RECEIVE \$5,898 IN GRANT FUNDING FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR THE OPERATION BUCKLE DOWN 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 increase the usage of child restraint and seatbelts to reduce injuries and fatalities through providing targeted enforcement opportunities for the community; and

WHEREAS, the New Mexico Department of Transportation is making available \$5,898, in grant funding to the Las Cruces Police Department in support of the OPERATION BUCKLE DOWN 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 \$5,898; 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 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 7th day of December, 2009.

APPROVED:

Mayor

ATTEST:

VOTE:

City Clerk

(SEAL)

Mayor Miyagishima:	_____
Councillor Silva:	_____
Councillor Connor:	_____
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: 10-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 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 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 Bureau 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 \$5,898.00. 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 \$5,898.00. The project budget is itemized as follows:

Personal Services	\$1,000.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$4,898.00
TOTAL	\$5,898.00

The Grantee may transfer funds between budget categories with prior written approval from the Director of 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:

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 one (1) Mini-Superblitz period and one (1) National Occupant Protection Mobilization period.
2. Participate in other scheduled Superblitz activities and National Occupant Protection mobilization periods as directed by the Traffic Safety Bureau as time and budget allows.
3. Conduct 32 Targeted Occupant Protection Enforcement (TOPE) activities during the expanded enforcement periods. Expanded enforcement periods are defined as any time outside scheduled Superblitz periods.
4. Conduct 33 targeted occupant protection 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 Bureau's approved form. Prior written approval from the Traffic Safety Bureau is required for expenditures not described herein.
6. The Grantee agrees to conduct each targeted occupant protection enforcement (TOPE) activity for a flat rate of \$75.34 per two-(2) hour block (unit) of enforcement overtime.
7. Other expenditures will be reimbursed based on actual expenses.
8. Requests for reimbursement require the designee's original signature.
9. The final reimbursement request must be submitted by October 31, 2010.

Requests submitted after October 31, 2010 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 Bureau'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 TSB, and the TSB 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 163 in 2007 to 155 in 2009. (C-4;FARS Data)
2. Increase the observed seat belt use percentage from 91.1% in 2008 to 91.8% in 2010. (B-1;NM Survey Data-Behavior Measure)

Local Goals:

1. Increase seatbelt usage rates in Las Cruces by 2% in FY 2010-11.
2. Increase child restraint usage by 2% in FY 2010-11 in Las Cruces.

D. ACTIVITIES: The Grantee shall:

1. The GRANTEE shall conduct activities in a manner consistent with TSB'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 20, 2009 – January 3, 2010, (2) *St. Patrick's Day*, March 12, 2010 – March 28, 2010, (3) *Cinco De Mayo*, April 30, 2010 – May 9, 2010, and (4) *Labor Day*, August 20, 2010 – September 6, 2010, and including one Mini Superblitz Period which is: *Fourth of July*, July 1, 2010 – July 4, 2010.
4. Scheduled National Occupant Protection Mobilization period is: May 24, 2010 through June 6, 2010.
5. Expanded Enforcement periods are considered anytime outside the Superblitz and National Occupant Protection Mobilization periods.
6. The GRANTEE shall pay all PROJECT costs that exceed \$5,898.00.

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 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 October 1, 2009 or upon signature by 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. Extension of the sixty (60) days must be requested and approved in writing by the Traffic Safety Bureau prior to expiration of sixty (60) days.
- C. This AGREEMENT shall terminate September 30, 2010. 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:

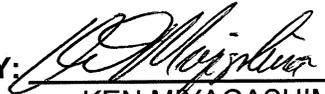
Where this AGREEMENT involves federal funds the GRANTEE shall comply with all applicable Certifications and Assurances set forth in the current New Mexico Highway Safety Performance Plan.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT.

**NEW MEXICO DEPARTMENT
OF TRANSPORTATION**

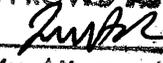
**GRANTEE NAME:
LAS CRUCES (CITY)**

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

BY: 
KEN MIYAGASHIMA
AUTHORIZED OFFICIAL
TITLE: MAYOR

DATE: 10/22/09

DATE: 11/03/2009

APPROVED AS TO FORM

City Attorney

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

FUND	DIVISION		FUND TYPE	
Traffic Safety Bureau Enforcement Grant Fund 2424	Police		Special Revenue	
	FY 2008/09 Prelim Actual*	FY 2009/10 Adopted	Adjustment	FY 2009/10 Adjusted
RESOURCES				
Beginning Balance	\$ 68,576	80,725	(1,824)	78,901
REVENUES				
24140220-552018 TSB Underage Alcohol	\$ 0	0		0
24140220-552018-30702 TSB Underage Drinking 2007	0	0		0
24140230-552018 TSB Operation DWI	8,050	0		0
24140230-552018-37002 TSB Operation DWI	36,135	0		0
24140230-552018-37006 TSB DWI '08	83,754	46,616		46,616
24140240-552018 TSB Oper Buckledown '06	0	0		0
24140240-552018-37003 Oper Buckledown '07	0	0		0
24140240-552018-37200 TSB Click it or Ticket	(192)	0		0
24140240-552018-37005 Operation Buckledown '08	5,680	1,514		1,514
24140230-552018-37201 Click it or Ticket 2009	9,813	96,216		96,216
24140240-552018-37011 Operation Buckledown 2010	0	0	5,898	5,898
Total Revenues	\$ 143,240	144,346	5,898	150,244
Total Resources	\$ 211,816	225,071	4,074	229,145
EXPENDITURES				
24147260-Various Underage Alcohol	\$ 0	0		0
24147260-Various-30702 Underage Alcohol	0	0		0
24147270-Various Operation DWI	323	0		0
24147270-Various-37002 Operation DWI (TSB)	35,796	0		0
24147270-Various-37006 Operation DWI (TSB)	79,594	125,239		125,239
24147280-Various Operation Buckledown '06	2,551	0		0
24147280-610210-37003 Operation Buckledown '07	167	0		0
24147280-610210-37005 Operation Buckledown '08	5,681	1,514		1,514
24140240-37200 Click It or Ticket	0	0		0
24147280-Various-37201 Click it or Ticket 2009	8,803	96,216		96,216
24147280-610210-37011 Operation Buckledown 2010	0	0	5,898	5,898
Total Expenditures	\$ 132,915	222,969	5,898	228,867
ENDING BALANCE	\$ 78,901	2,102	(1,824)	278

*Preliminary Actual as of 11/10/09.