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City of Las Cruces[®]
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Council Action and Executive Summary

Item # 4 Ordinance/Resolution# 10-156 Council District:

For Meeting of December 21, 2009
 (Adoption Date)

TITLE: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES POLICE DEPARTMENT TO RECEIVE \$12,720.94 IN GRANT FUNDING FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (S.T.E.P.) CAMPAIGN, TO RATIFY THE CITY MANAGER'S SIGNATURE TO ACCEPT THE AWARD AND TO ADJUST THE FISCAL YEAR 2010 BUDGET.

PURPOSE(S) OF ACTION: To accept \$12,720.94 in grant funding from the New Mexico Department of Transportation for the S.T.E.P. CAMPAIGN from October 1, 2009 - September 30, 2010, and to ratify the City Manager'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.) 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
Selective Traffic Enforcement Program Revenue: 2414070-552018-37010	\$12,720.94	\$12,720.94 pending adjustment

(Continue on additional sheets as required)

Expenditure: 24147090-610210-37010		
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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 S.T.E.P. 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. 10-156

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES POLICE DEPARTMENT TO RECEIVE \$12,720.94 IN GRANT FUNDING FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (S.T.E.P.) CAMPAIGN, TO RATIFY THE CITY MANAGER'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 \$12,720.94, in grant funding to the Las Cruces Police Department in support of the Selective Traffic Enforcement Program (S.T.E.P.) 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 \$12,720.94; and

(II)

THAT, The Council does ratify the signature of the City Manager 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 21st day of December, 2009.

APPROVED:

Mayor

ATTEST:

VOTE:

City Clerk

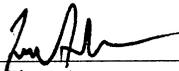
Mayor Miyagishima:	_____
Councillor Silva:	_____
Councillor Connor:	_____
Councillor Pedroza:	_____
Councillor Small:	_____
Councillor Sorg:	_____
Councillor Thomas:	_____

(SEAL)

Moved by: _____

Seconded by: _____

Approved as to Form:



City Attorney

**PROJECT TITLE: SELECTIVE TRAFFIC ENFORCEMENT
PROGRAM (S.T.E.P.)**
PROJECT NUMBER: 10-PT-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 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 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 \$12,720.94. The DEPARTMENT has determined the funding source will be State Road Fund. For the purpose of this program, the funds can be used for traffic-safety related enforcement overtime, equipment and training which is subject to change by the DEPARTMENT. Funding sources may change and the GRANTEE will be notified in writing and a written amendment will not be necessary. (CFDA #20.600)

2. The GRANTEE shall pay all PROJECT costs that exceed \$12,720.94.

The project budget is itemized as follows:

Personal Services	\$12,720.94
Contractual Services	\$0.00
Commodities	\$0.00
Indirect Costs	\$0.00
Other	\$0.00
TOTAL	\$12,720.94

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. This program allows for the cost of traffic-safety related enforcement overtime conducted in high crash locations, identified through the use of local, state, and federal data. The Selective Traffic Enforcement Program (S.T.E.P.) will pay time-and-a-half for overtime enforcement in targeted locations in a selected time of day and week during months when traffic crashes are increased. Funding includes equipment and officer training and education.
2. Law enforcement agencies whose jurisdiction lies within a Safety Corridor must utilize S.T.E.P. funding in safety corridor areas and will be allowed to pay overtime expenses, and any approved equipment for officers to conduct enforcement activities in the 12 New Mexico Safety Corridor areas. In addition, Law enforcement agencies may utilize 50% of their funding outside of the safety corridor in identified problem areas but may not exceed that amount during the contract period.

C. PERFORMANCE GOALS (statewide):**At the state level:**

1. Reduce the number of speeding-related fatalities from 159 in 2007 to 150 in 2009. (C-6; FARS Data)

Local Goals:

1. Reduce the number of traffic-related injuries in Las Cruces by 8% in FY 2010.
2. Reduce the number of traffic-related fatalities in Las Cruces by 8% in FY 2010.

D. ACTIVITIES: The Grantee shall:

1. The GRANTEE shall conduct activities in a manner consistent with TSB'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.
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 \$12,720.94.

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 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 an activity report with each claim.
2. The GRANTEE will submit the final reimbursement claim and final report by October 31, 2010 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 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 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. 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)**

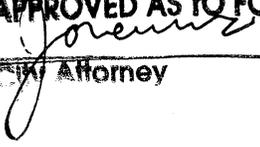
BY: 
MAX E. VALERIO, P.E.
DEPUTY SECRETARY OF
PROGRAMS AND INFRASTRUCTURE

BY: 
TERRANCE MOORE
AUTHORIZED OFFICIAL

TITLE: ~~MAYOR~~ City Manager

DATE: 11/12/09

DATE: 11/24/09

APPROVED AS TO FORM:

City Attorney

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

FUND	DIVISION		FUND TYPE	
STEP Fund 2422	Police		Special Revenue	
	FY 2008/09 Prelim Actual*	FY 2009/10 Adopted	Adjustment	FY 2009/10 Adjusted
RESOURCES				
Beginning Balance	\$ 6,429	5,806	623	6,429
REVENUES				
24140070-552067-20510 STEP	\$ 0	7,000		7,000
24140070-552018-37001 STEP Grant (TSB) 2008	21,233	0		0
24140070-552018-37007 STEP Grant (TSB) 2009	16,010	18,007		18,007
24140070-552018-37008 STEP Grant (TSB) 2010	9,173	0		0
24140070-552018-37010 Fall STEP Grant	0	0	12,721	12,721
Total Revenues	\$ 46,416	25,007	12,721	37,728
Total Resources	\$ 52,845	30,813	13,344	44,157
EXPENDITURES				
24147090-610210-20510 Overtime	\$ 0	7,000		7,000
24147090-610210-37001 Overtime	21,233	0		0
24147090-610210-37007 Overtime	16,010	18,007		18,007
24147090-610210-37008 Overtime	9,173	0		0
24147090-610210-37010 Overtime	0	0	12,721	12,721
Total Expenditures	\$ 46,416	25,007	12,721	37,728
ENDING BALANCE	\$ 6,429	5,806	623	6,429

*Preliminary Actual as of 11/10/09.