

NEW MEXICO DEPARTMENT OF TRANSPORTATION

TRAFFIC SAFETY DIVISION

HIGHWAY SAFETY PROJECTS

CONSOLIDATED PROJECT AGREEMENT

GRANTEE: SANTA FE (COUNTY)

This Consolidated Project Agreement (“Agreement”) is entered into by the State of New Mexico, acting by and through the New Mexico Department of Transportation (“Department”) and SANTA FE (COUNTY), (“Grantee”)(collectively, the Department and Grantee are referred to herein as the “Parties”).

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 66-7-11, 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 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 105 in CY2011 to 104 by the end of CY2013. (C-4; FARS Data)
2. Reduce the number of unrestrained occupant fatalities (all seat positions) from 109 in CY2011 to 108* in CY2013. (FARS data) *preliminary State data indicate that there were 129 unrestrained occupant fatalities in CY2012.
3. Increase the observed seat belt use percentage for front-seat occupants from 91.4% in CY2012 to 91.5% in CY2013 (State survey data)

4. Reduce the number of speeding-related fatalities from 147 in CY2011 to 140 in CY2013. (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 reference to an attachment (incorporated herein) that provides the scope of work, specific details, and requirements for the program.

Operation Driving While Intoxicated (ODWI)

Funding: \$37,120.00

Term: October 1, 2013 to September 30, 2014

Scope of Work/Requirements: Attachment A

Operation Buckle Down (OBD)/ Click It or Ticket (CIOT)

Funding: \$8,400.00

Term: OBD: October 1, 2013 to September 30, 2014

Term: CIOT: May19, 2014 to June 01, 2014

Scope of Work/Requirements: Attachment B

Selective Traffic Enforcement Program (STEP)

Funding: \$2,880.00

Term: October 1, 2013 to September 30, 2014

Scope of Work/Requirements: Attachment C

100 Days and Nights of Summer (100 Days)

Funding: \$5,000.00

Term: June 20, 2014 to September 30, 2014

Scope of Work/Requirements: Attachment D

SECTION THREE – THE GRANTEE SHALL COMPLY WITH:

1. All provisions and conditions of this 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, as may be amended from time to time.
3. The Procurement Code, NMSA 1978, Sections 13-1-28 to Sections 13-1-199, as may be amended from time to time.
4. The National Highway Traffic Safety Administration Grant Management Manual, as may be amended from time to time, 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 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 thirty (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 Agreement is the Grantee's sole responsibility and nothing herein is intended to give the Department any responsibility for the projects set forth in this Agreement, other than as explicitly 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 New Mexico State legislature, if state funds are 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 and not appealable.

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 authorizes anyone not a party to this Agreement to maintain a suit for wrongful death, bodily or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions 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 upon the date of the last party to sign this Agreement.
- B. Notwithstanding the foregoing, this Agreement must be received by the Department within sixty (60) days of the Deputy Secretary's signature date in order to be valid. The Department may reject and void this Agreement if executed by Grantee more than sixty (60) days after the Deputy Secretary's signature.
- C. This Agreement shall terminate on September 30, 2014. Neither party hereto shall have any obligation to continue to deliver services or pay compensation for services rendered under this Agreement after September 30, 2014. If Grantee fails to comply with any provisions of this Agreement, the Department, utilizing its sole determination, has the option to terminate this Agreement. By such termination, neither party may nullify obligations already incurred for performance, or failure to perform, prior to termination of the Agreement.

SECTION THIRTEEN - EQUAL OPPORTUNITY COMPLIANCE

Grantee agrees to abide by all federal and state laws, 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, 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 in Employment Act of 1967, 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 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 all property, materials, and equipment and dispose of said items as directed by the Department. When this Agreement involves federal funds, the Grantee shall comply with all federal regulations and obtain written prior approval from 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, the United States Congress shall be admitted to share in any part of, or directly benefit from, this Agreement. The provisions of this clause shall be extended to all public employees, officers, and tribal council members.

SECTION SEVENTEEN – GOVERNING LAW

This Agreement and the rights and duties of the parties hereto shall be governed by, and construed with, the internal laws of the State of New Mexico without regard to principles of conflicts of laws.

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.

A. NONDISCRIMINATION

The State highway safety agency and sub grantees will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.),

which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

B. BUY AMERICA ACT

The State and sub grantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

C. POLITICAL ACTIVITY (HATCH ACT)

The State and sub grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

D. CERTIFICATION REGARDING FEDERAL LOBBYING

The State and sub grantee will comply with Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

E. RESTRICTION ON STATE LOBBYING

The State and sub grantee will comply with the restrictions on state lobbying.

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

F. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The State and sub grantee with comply with Instructions for Primary Certification:

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency; (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this

clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

SECTION NINETEEN – CONSTRUCTION

In constructing this Agreement, all headings and titles are for the convenience of the parties only and shall not be considered a part of this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. This Agreement shall not be construed as if prepared by one of the parties but rather according to its fair meaning as a whole, as if all parties had prepared it.

SECTION TWENTY – NOTICE

Except as otherwise specified herein, all notices hereunder shall be in writing and shall be given to the relevant party at its address set forth below, or such other address as such party may hereafter specify by notice to the other given by courier, by United States certified or registered mail. Notices hereunder shall be addressed:

to NMDOT at:

to Grantee at:

New Mexico Dept. of Transportation

SANTA FE (COUNTY)

Attn: Traffic Safety Bureau

Attn: Legal Department

PO Box 1149

102 Grant Ave

Santa Fe, NM 87504-1149

Santa Fe, NM 87504

Each such notice, request or other communication shall be effective (i) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid or (ii) if given by any other means, when delivered at the addresses specified in this Section.

SECTION TWENTY- ONE – 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: 10/21/13

SANTA FE (COUNTY)

By: Katherine Miller
Katherine Miller
Print Name

DATE: 11.12.13

Title: SF Co. Manager

Approved as to form
Santa Fe County Attorney
By: [Signature]
Date: November 4, 2013
gombay 11/6/13

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

BY: Nancy Stahl
Assistant General Counsel

DATE: 10-16-2013

ATTACHMENT A

OPERATION DRIVING WHILE IMPAIRED (ODWI)

SCOPE OF WORK

Project Number: 14-AL-64-091

Grantee: Santa Fe County Sheriff's Department

Term: October 1, 2013 to September 30, 2014 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 \$37,120.00. The Department has determined the funding source will be Federal Section 164 (Alcohol countermeasures--CFDA # 20.608), which is subject to change by the Department. If funding sources and/or CFDA numbers change, the Grantee will be notified in writing and a written amendment to this Agreement shall not be necessary.
2. The Grantee shall pay all ODWI project costs that exceed \$37,120.00. The project budget is itemized as follows:

Personal Services	\$22,720.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$14,400.00
TOTAL	\$37,120.00

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*, 105 N.M. 655, 735 P.2nd 1161 (Ct.App. 1987), The Sobriety Checkpoint Manual, the TSD's Project Management and Accounting Manual, applicable Federal regulations, and the Grantee's internal policies and procedures, as any and all may be amended from time to time.
2. Conduct a minimum of 2 checkpoint(s) and a minimum 8 saturation patrol(s) during the Superblitz period, 3 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 6 checkpoint(s) and a minimum of 63 saturation patrol(s) during the expanded enforcement period and complete required follow-up billing.
4. Up to ten percent (10%) 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 ten percent (10%) of the monthly claim. Any claims hereunder must be made by completing the appropriate section on the Reimbursement Claim form.
5. The Department shall reimburse Grantee \$1,800.00 per checkpoint; each checkpoint shall have a minimum of 9 officers and last a minimum of 5 hours.
6. The Grantee will be required to bill the "actual hourly rate" for each officer participating and paid under this Agreement. Saturation Patrols will consist of a minimum of two (2) officers working at the same time and in the same general area. Notwithstanding the foregoing, the Department is only required to reimburse Grantee the amounts set forth and expressly limited under this Agreement.
7. 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.

8. Grantee shall pay officer(s) at a rate not to exceed the officer(s) actual overtime rate.
9. Grantee is responsible for submitting all DWI citations to the Motor Vehicle Division of the New Mexico Taxation & Revenue Department within ten (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, as may be amended from time to time. If citations are not submitted within ten (10) days, future funding may be affected.
10. No equipment shall be purchased under this Agreement unless budget is provided for in the commodities category under Section Two of this attachment. If no budget is provided in the commodities category, but the purchase of equipment is later requested by the Grantee, a request for transfer of funds must be received and prior approval must be given by the Department.
11. The Grantee shall obtain prior approval from the Department if purchasing any equipment exceeding five thousand dollars.
12. Final reimbursement requests submitted after October 31, 2014 may not be reimbursed.
13. The Grantee shall notify the law enforcement liaison assigned to the Grantee by TSD, and the TSD district program manager, of any changes in the Grantee's project director(s)/coordinator(s).

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 15, 2013 – January 5, 2014, (2) *St. Patrick's Day*, March 13, 2014 – March 18, 2014, (3) *May Mini Blitz*, *Cinco De Mayo*, May 1, 2014 – May 6, 2014, and (4) *Labor Day*, August 16, 2014 – September 2, 2014.
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 FY14. 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: 14-OP-RF-091

Grantee: Santa Fe County Sheriff's Department

Term: OBD: October 1, 2013 to September 30, 2014

Term: CIOT: May 19, 2014 to June 1, 2014

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 minimum, one (1) nighttime seatbelt operation. Section Two contains funding and scope of work for OBD and CIOT.

SECTION TWO – OPERATION BUCKLE DOWN/CIOT

A. Funding:

1. The total estimated costs for these projects are \$8,400.00. The Department has determined the funding source will be State Road Funds, which is subject to change by the Department. If funding sources and/or CFDA numbers change, the Grantee will be notified in writing and a written amendment to this Agreement shall not be necessary.
2. The Grantee shall pay all project costs that exceed \$8,400.00. The project budget is itemized as follows:

Personal Services	\$8,400.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$8,400.00

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. Participate in individual and/or joint police agency statewide highly publicized occupant protection activities including enforcement activities, nighttime enforcement activities, education programs, teen seatbelt enforcement, 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 57 hours of enforcement activities during the expanded enforcement periods. Expanded enforcement periods are defined as any time outside scheduled Superblitz periods.
- d. Conduct 26 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. Conduct 127 hours of enforcement activities during the two-week National Click it or Ticket Mobilization period.
- f. 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. Notwithstanding the foregoing, the Department is only required to reimburse Grantee the amounts set forth and expressly limited under this Agreement.

- g. 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 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.
- h. The Grantee shall notify the law enforcement liaison assigned to the Grantee by TSD, and the TSD district program manager, of any changes in the Grantee's project director(s)/coordinator(s).

2. Activities:

- a. Designate a coordinator to oversee publicity, media coordination, and enforcement activities.
- b. Conduct one local earned media piece informing the public on CIOT operations.
- c. **Scheduled Superblitz periods are:** (1) *Holiday Superblitz*, November 15, 2013 – January 5, 2014, (2) *St. Patrick's Day*, March 13, 2014 – March 18, 2014, (3) *May Mini Blitz, Cinco De Mayo*, May 1, 2014 – May 6, 2014, and (4) *Labor Day*, August 16, 2014 – September 2, 2014.
- d. Scheduled National Occupant Protection Mobilization Click It or Ticket period is: May 19, 2014 through June 1, 2014.
- e. 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.

- b. Conduct the number of negotiated hours.

ATTACHMENT C

SELECTIVE TRAFFIC ENFORCMENT PROGRAM (S.T.E.P.)

SCOPE OF WORK

Project Number: 14-RF-01-091

Grantee: Santa Fe County Sheriff's Department

Term: October 1, 2013 to September 30, 2014 or as executed by both parties whichever is later.

SECTION ONE – PURPOSE OF S.T.E.P.

The purpose of S.T.E.P. is to provide funding to New Mexico law enforcement agencies to enforce traffic laws and activities aimed at reducing traffic-related injuries and fatalities.

SECTION TWO – PROJECT FUNDING:

1. The total estimated cost for the project is \$2,880.00. The Department has determined the funding source will be State Road Funds. For the purpose of this program, the funds can be used for traffic-safety related enforcement overtime and S.T.E.P related training which is subject to change by the Department. If funding sources and/or CFDA numbers change, the Grantee will be notified in writing and a written amendment to this Agreement shall not be necessary.
2. The Grantee shall pay all project costs that exceed \$2,880.00. The project budget is itemized as follows:

Personal Services	\$2,880.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$2,880.00

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. This program allows for the cost of traffic-safety related enforcement overtime at the officers actual overtime rate to be conducted in high crash locations and safety corridors identified through the use of local, state, and federal data. S.T.E.P. will pay actual hourly time-and-a-half for overtime enforcement in targeted locations at selected times of days and weeks during months when traffic crashes are increased. Funding may include officer training and education if the officer has not received S.T.E.P training.
2. Grantees, whose jurisdiction lies within a safety corridor, must utilize S.T.E.P. funding in safety corridor areas and will be reimbursed at actual time-and-a-half for overtime expenses for officers to conduct enforcement activities in those areas. In addition, agencies may use 30% of funding outside of the safety corridor in identified problem areas but may not exceed that amount during the Agreement period.

B. Activities:

1. Conduct high visibility patrols while enforcing traffic laws such as speeding, passing in school zones, violations in construction zones, failing to stop for pedestrians, and any violations of traffic laws identified in the New Mexico Criminal and Traffic Law Manual, as may be amended from time to time.

C. Training:

1. Officers who 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 current in their radar certification.
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, as may be amended from time to time.
4. 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). If citations are not submitted within 10 days, future funding could be affected. Grantee is responsible for timely crash reports to be submitted to the Department according to NMSA 1978, Section 66-7-207, as may be amended from time to time.

5. No equipment shall be purchased under this Agreement unless budget is provided for in the commodities category under Section Two of this attachment. If no budget is provided in the commodities category, but the purchase of equipment is later requested by the Grantee, a request for transfer of funds must be received and prior approval must be given by the Department.

D. 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, 2014.

ATTACHMENT D

100 DAYS AND NIGHTS OF SUMMER (100 D/N)

SCOPE OF WORK

Project Number: 14-EE-DS-091

Grantee: Santa Fe County Sheriff's Department

Term: June 20, 2014 to September 30, 2014 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 \$5,000.00. The Department has determined the funding source will be Education and Enforcement State 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. If funding sources and/or CFDA numbers change, the Grantee will be notified in writing and a written amendment to this Agreement shall not be necessary.
2. The Grantee shall pay all Project costs that exceed \$5,000.00. The Project budget is itemized as follows:

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

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 20, 2014 through September 30, 2014 at the participating officer's actual overtime rate. Reimbursement to the Grantee 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, violations in construction zones, 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 \$5,000.00.

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 current in their radar certification.
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, as may be amended from time to time.

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; and
 - E. Type of citation(s) issued.

2. The Grantee will submit the final reimbursement claim and final report by October 31, 2014 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.