

PROJECT TITLE: EDUCATION AND ENFORCEMENT PROGRAM
PROJECT NUMBER: 13-EE-05-091
GRANTEE NAME: SANTA FE COUNTY

PROJECT AGREEMENT

This PROJECT AGREEMENT ("Agreement") is entered into by the State of New Mexico, acting by and through the **NEW MEXICO DEPARTMENT OF TRANSPORTATION, TRAFFIC SAFETY DIVISION**, hereinafter referred to as "Department" or "TSD", and the SANTA FE COUNTY, hereinafter referred to as "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 under the New Mexico Traffic Safety Education and Enforcement Program aimed at reducing traffic-related injuries and fatalities. Grantee shall comply with all provisions and conditions of this Agreement, including the Traffic Safety Division Project Management and Accounting Manual and the State Procurement Code, NMSA 1978, Sections 13-1-28 to Sections 13-1-199, as either may be amended from time to time.

SECTION TWO – PROJECT FUNDING:

1. Funds from the Traffic Safety Education and Enforcement Fund are authorized by state statute NMSA 1978, Section 66-7-512 and NMAC 18.20.2.6 to institute and promote statewide and local traffic safety programs through education and enforcement. For the purpose of this Agreement, the funds will be used for traffic enforcement overtime, traffic safety/enforcement equipment, supplies, officer training, and traffic safety program administration.
2. Grantee shall pay all project costs that exceed \$ 22,695.00.

The project budget is itemized as follows:

Contractual Services	\$0.00
Personal Services	\$0.00
Commodities	\$22,695.00
Indirect Costs	\$0.00
Other	\$0.00
TOTAL	\$22,695.00

Grantee may transfer funds between budget categories with prior written approval from the Director of the TSD, 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 Division is committed to preventing injuries and saving lives by eliminating crashes on New Mexico public roadways. *¡Sí Sé Puede!*

B. PROGRAM SERVICES:

1. Grantee shall conduct activities in a manner consistent with the Traffic Safety Division's Project Management and Accounting Manual and the State Procurement Code, NMSA 1978, Sections 13-1-28 to Sections 13-1-199, as either may be amended from time to time.
2. Provide funding for specialized equipment to improve the quality of traffic services within the State. This year's equipment budget of \$22,695.00 will be used to purchase fourteen (14) radar units, fourteen (14) upgrades to CRS 833 dual K band and other traffic related equipment (i.e. Portable Breath Testers, mouthpieces, videotapes, body cameras, digital cameras, memory disks, camera cases, DVDs, cones, lights, generators, power cords, splitters, batteries, safety vests, checkpoint signs, printers, printer cartridges, heaters, and kerosene for heaters used at checkpoints as needed to conduct DWI or traffic safety enforcement efforts).
3. Grantee shall pay all project costs that exceed \$22,695.00.

C. PERFORMANCE GOALS (statewide):

At the state level:

1. Reduce the number of speeding-related fatalities from 131 in 2010 to 129 by the end of CY 2012 (C-4; FARS Data)

D. ACTIVITIES: The Grantee shall:

1. Grantee shall conduct activities in a manner consistent with the Traffic Safety Division's Project Management and Accounting Manual and the Procurement Code, NMSA 1978, Sections 13-1-28 to Sections 13-1-199, as either may be amended from time to time.
2. For the purpose of this Agreement, the funds will be used for traffic enforcement overtime, traffic-related equipment, program supplies, traffic-related officer training, and traffic safety program administration.
3. Grantee shall pay all project costs that exceed \$22,695.00.

E. TRAINING:

1. Officers who request or are assigned to conduct Selective Traffic Enforcement Operations (S.T.E.P) should attend, or must have attended, a basic eight-hour

- S.T.E.P. 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.
 4. 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). If citation(s) are not submitted within ten (10) days of issuance, future funding may be affected. Grantee is responsible for timely crash reports to be submitted to the Department according to NMSA 1978, Section 66-7-207 and the Criminal and Traffic Law Manual.
 5. Equipment purchases must be traffic related and prior approval, in writing, must be received from the Department.

F. EVALUATION:

1. Grantee shall submit a monthly invoice and activity report with each claim.
2. Grantee shall submit the final reimbursement claim and final report within thirty (30) days of the termination of the grant which shall detail whether or not performance goals were met, including a summary assessment of the project activities. The final report shall include an analysis of the data reported from this Agreement and an analysis of the accomplishments of the projects undertaken pursuant to this Agreement.

SECTION FOUR - ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:

There shall be strict accountability for all receipts and disbursements relating hereto. Grantee shall maintain all books, documents, papers, accounting records, data and other documentation and evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during this Agreement and for a period of three (3) years from the date of final payment under this Agreement. Grantee shall furnish the Department or State Auditor, upon demand, any and all such records relevant to this Agreement and allow the Department and State Auditor 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 projects set forth in this Agreement, Grantee shall reimburse that unrelated or inappropriate 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 thirty (30) days.

SECTION FIVE - 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 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 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.

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 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 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, 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 this Agreement, after the expiration of this Agreement, or in excess of the maximum dollar amount of this Agreement, unless the maximum dollar amount is duly amended prior to incurring costs 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 thirty (30) days after the end date of this Agreement. Documentation, as outlined in the Traffic Safety Division's Project Management and Accounting Manual, must be retained in the Grantee's files.

SECTION THIRTEEN - EFFECTIVE DATE and TERMINATION:

- A. This Agreement becomes effective upon the signature of all parties hereto.
- 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 FOURTEEN - 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 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 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 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.

SECTION SEVENTEEN – 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 EIGHTEEN – 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:
New Mexico Dept. of Transportation
Attn: Traffic Safety Division
PO Box 1149
1120 Cerrillos Road
Santa Fe, NM 87504-1149

to Grantee at:
Santa Fe County
Attn: Sgt. Ron Crow
35 Camino Justicia
Santa Fe, NM 87508

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 NINETEEN – 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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**NEW MEXICO DEPARTMENT
OF TRANSPORTATION**

SANTA FE COUNTY

BY: Kathryn E. Bender

KATHRYN E. BENDER
DEPUTY SECRETARY or designee

BY: Katherine Miller

Katherine Miller
Print Name

TITLE: Co. manager

Approved as to form
Santa Fe County Attorney
By: [Signature]
Date: 7/25/13

DATE: 6/28/13

DATE: 7.29.13

**Approved as to form and legal sufficiency by the New Mexico Department
of Transportation's Office of General Counsel**

BY: [Signature]
Assistant General Counsel

DATE: 6/27/13