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SFC# 2012-0115-SD/TRV

**Agreement Number: 12-AL-64-P05 SFSO**

# 2012 Statewide Expanded Operation DWI (SEDWI)

This Agreement made and entered into this **October 1** day of **2011,** by and between the New Mexico Department of Public Safety, acting through the Special Investigations Division (SID) herein referred to as the "**DEPARTMENT**" and Santa Fe County Sheriff's Office, herein referred to as the "**SUB-GRANTEE**".

**WHEREAS**, this Sub-grant Agreement is made by and between the Department and the Sub-grantee, pursuant to the authority of Public Law No. 108-447, Consolidated Appropriation Act, 2005, NMSA 1978 Section 9-19-6; and

**WHEREAS**, Santa Fe County has approximately 1000 outstanding Driving While Impaired (DWI) warrants from Municipal, Magistrate and District Courts. To address this issue the Santa Fe community, in collaboration with Santa Fe law enforcement and the Santa Fe New Mexican, has developed a DWI enforcement program. The program will consist of two parts. First, the Santa Fe New Mexican will publish names and pictures of outstanding DWI warrants on a quarterly basis, encouraging individuals to take care of outstanding warrants and allowing the community to call in information. The next step will be to conduct warrant roundups. Warrant roundup teams consisting of the Department, Santa Fe Police Department and the Santa Fe County Sheriff's Office will conduct monthly warrant roundup; and

**WHEREAS,** Santa Fe County is working hard to reduce underage drinking. An important strategy is reducing access of alcohol to minors. To address this issue the Santa Fe community in collaboration with Santa Fe law enforcement will work to insure that community alcohol retailers are in compliance with New Mexico state statute. Minor Compliance checks will be conducted quarterly by the Department, the Santa Fe Police Department and the Santa Fe County Sheriff's Office.

**WHEREAS,** the Sub-grantee will receive federal funds through the New Mexico Department of Transportation, Operation DWI award 12-AL-64-P05 The operation, management and administration of the Operation DWI (SEDWI) award and this Agreement must be consistent with the NMDOT 12-AL-64-P05 Project Agreement (attached and incorporated herein as Attachment A); and

**WHEREAS,** it is necessary for the Sub-grantee to enter into this Agreement with the Department in order to receive and expend funds from the Operation DWI Project (SEDWI) for the purpose of implementing activities that qualify for funding under the Operation DWI Project (SEDWI); and

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

## SECTION ONE: PURPOSE

The purpose of this Agreement is to provide funding to local law enforcement agencies to work in coordination with the Department to conduct warrant roundups for DWI offenders who have a pending arrest warrant for DWI or who are in violation of their court order in Santa Fe County and surrounding areas.

## SECTION TWO: SCOPE OF WORK

1. Participate in monthly DWI warrant roundups coordinated with the Department and the Santa Fe County Sheriff's Office.
2. Commit six (6) Officers to each DWI warrant roundup.
3. Funding shall be used to pay actual overtime costs, not to exceed hourly rate X 1.5, for officers to participate in the monthly DWI warrant roundups.
4. The participating Officers will be placed in teams and given ten (10) targets within the same geographical area of Santa Fe County.
5. Targets shall be DWI offenders who have a pending arrest warrant for DWI or who are in violation of their court order in Santa Fe County.
6. Participate in quarterly minor compliance check operations in Santa Fe County, utilizing minor operatives; officers will be paid at the rate of time and a half for overtime enforcement hours.

## SECTION THREE: TERMS OF THIS AGREEMENT

1. This Agreement shall become effective **October 1, 2011**. This Agreement shall terminate on **September 30, 2012**; and

## SECTION FOUR: SUB-GRANTEE DUTIES AND RESPONSIBILITIES

Sub-grantee must adhere to the following duties and responsibilities, and other terms and conditions under this Agreement in order to receive the compensation described in Section Five:

1. Comply with all provisions and condition 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; and

2. Pay all expenditures made by Sub-grantee in completion of this Agreement up front. The Department will reimburse for all allowable expenditures through the Request for Reimbursement (RFR) process; and

3. Retain all records that pertain to the amount and disposition of the funds from all sources budgeted for the Agreement period, descriptions of all expenditures made, the reason the expenditure was made, and the benefit received by the Sub-grantee for the expenditure, the amount and nature of all contributions from other sources, and such other records as the Department shall prescribe. Such records shall be preserved for a period of not less than three (3) years following completion of the Agreement; and

4. If an audit finding determines that specific funding use was inappropriate or not related to the project, the Sub-grantee shall reimburse that portion to the Department within fifteen (15) 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 with in fifteen (15) days.

## SECTION FIVE: SUB-GRANTEE COMPENSATION AND PAYMENT

1. In consideration of the Sub-grantee's satisfactory completion of all work and services required to be performed under the terms of this Agreement, and in compliance with all other Agreement terms herein stated, the Department shall reimburse the Sub-grantee a sum up to $20,000.00 for warrant roundup activities and $6,500.00 for minor compliance checks, and not to exceed , **$26,500.00** ; and

2. No matching requirement exists for this program; and

3. The funds set forth in this Section - paragraph 1 shall constitute full and complete payment of funds to be received by the Sub-grantee from the Department; and

4. Upon the completion of this Agreement, any portion of Sub-grantee's unexpended funds revert back to the New Mexico Department of Public Safety; and

5. **All payments shall be made upon an actual cost reimbursement basis.** The Sub-grantee shall submit a completed Request for Reimbursement Form along with all appropriate supporting documentation for each activity separately.

   A. An original Request for Reimbursement (RFR) (attached and incorporated herein as Form 1) shall be submitted to the Department for review and approval no later than fifteen (15) days following the completion of a warrant roundup.

   B. All Requests for Reimbursement ("RFR") must be submitted to the Department for review and approval no later than **fifteen (15) days** following the termination date of this Agreement. Failure by the Sub-grantee to timely submit the final RFR and include all supporting backup documentation requested by the Department may result in non-payment.

6. No Request for Reimbursement (RFR) will be processed if, in the judgment of the Department, the Sub-grantee is in violation of any section of this Sub-grant Agreement.

## SECTION SIX: SUB-GRANTEE REPORTING REQUIREMENTS

It is necessary for the Department to evaluate the progress of the Program, therefore, the Sub-grantee is required to complete and submit programmatic reports.

1. An original Project Activity Report shall be submitted to the Department for review and approval no later than fifteen (15) days following the completion of a warrant roundup.

   Project Activity Report Form will be provided by the Department; and

2. The Sub-grantee agrees to comply with any additional reporting requirements or information requests imposed by NM Department of Transportation and the Department. The Department will notify Sub-grantee of any additional reporting requirements as they are imposed.

## SECTION SEVEN: FUND SUSPENSION OR TERMINATION AND OTHER SANCTIONS

The Department may suspend funding in whole or in part, terminate funding, or impose other sanctions on Sub-grantee for the following reasons:

1. Failing to comply substantially with the requirements or statutory objectives of the appropriate state or federal law, program guidelines issues hereunder, or other provisions of state or federal law; or

2. Failing to make satisfactory progress toward the goals, objectives, or strategies set forth in the BJA Program or the Sub-grantee's Application; or

3. Failing to adhere to the requirements in the agreement, standard conditions, or special conditions; or

5. Failing to submit reports; or

6. Filing a false certification in reports or documents.

Before imposing sanctions, the Department will provide reasonable notice to the Sub-grantee of its intent to impose sanctions and will attempt to resolve the problem informally.

## SECTION EIGHT: SUB-GRANTEE CONDITIONS

As a requirement of accepting award 12-AL-64-P05 the operation, management and administration of the Operation DWI (SEDWI) award and this Agreement must be consistent with the NMDOT 12-AL-64-P05 Project Agreement (attached and incorporated herein as Attachment A); therefore the Sub-grantee agrees to adhere to the same conditions and requirements, to include but not limited to the following:

1. The Sub-grantee agree to abide by all Federal and State Laws, rules, regulations an 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 Sub-grantee agrees to assure that no person in the United States of New Mexico 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 Sub-grantee is found to be not in compliance with these requirements during the life of this Agreement, the Sub-grantee agrees to take appropriate steps to correct these deficiencies; and

2. The Department and the Sub-grantee shall comply with all federal, state and local laws and ordinances applicable to the work called for herein. The Department and the Sub-grantee further agree to operate under and be controlled by the Title VI, and Title VII of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the Americans with Disabilities Act of 1990, and the Environmental Justice Act of 1994. The Civil Rights Restoration Act 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; and

3. The Sub-grantee understands the Department reserves the right to conduct periodic on-site monitoring visits upon reasonable notice to the Sub-grantee prior to each visit.

## SECTION NINE: AMENDMENTS AND MODIFICATIONS

1. The Department, by written notice to the Sub-grantee shall have the right to change and/or correct this Agreement, if at any time, in the judgment of the Department the provisions of this Agreement require the Department to do so; and

2. If any provision of this Agreement is held to be invalid, illegal, void, or otherwise unenforceable by a court of competent jurisdiction, such provision may be revised by the Parties, insofar as possible, to cure the defect and give maximum effect to their intent in entering into this Agreement. In any event, such invalidity, illegality, or unenforceability shall not affect other provisions hereof, and the remainder of the Agreement shall continue in full force and effect.

## SECTION TEN: SUB-GRANTEE REPRESENTATIVE

The Sub-grantee hereby designates the person's listed below as the official Sub-grantee Representatives responsible for overall fiscal and programmatic supervision of the approved program.

Fiscal Representative:
TERESA C. MARTINEZ
(Print)

Fiscal Representative Signature:
Teresa C Martinez

Address:
102 Grant Ave
Santa Fe, NM 87501

Telephone No:
(505) 995-2780

Program Representative:
KEN JOHNSON
(Print)

Program Representative Signature:
K. J

Address:
35 CAMINO JUSTICIA
SANTA FE, N.M. 87508

Telephone No:
(505) 986-2478

Email: esanchez@co.santa-fe.nm.us

Email: _____

## SECTION ELEVEN: 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 Sub-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 TWELVE: CONDITIONS OF THE AGREEMENT

1. 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.

2. Any employee of one of the parties who provides services under this Agreement shall remain the employee of his/her employer, who shall remain responsible for that employee's salary, fringe benefits, worker's compensation benefits, and unemployment compensation. Any of the parties' employees who undertake any activities under this Agreement shall remain subject to the supervision of his or her employer.

## SECTION THIRTEEN: 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 FOURTEEN: NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement establishes any waiver of immunity from liability for alleged tortiuos conduct of any employee of the Department or the Sub-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 FIFTEEN: 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 SIXTEEN: TERMINATION

1. The Department, by written notice to the Sub-grantee shall have the right to terminate this Agreement if, at any time, in the judgment of the Department the provisions of this Agreement have been violated or the outlined program activities do not progress satisfactorily. In this event, the Department may demand refund of all or part of the funds dispersed to the Sub-grantee; and

2. This Agreement may be terminated by the Sub-grantee upon written notice delivered to the Department at least thirty (30) days in advance. Such termination, does not nullify Sub-grantees obligations already incurred for performance or failure to perform prior to the date of termination. In any event, this agreement shall be in effect until completed, unless terminated early pursuant to this Agreement.

## SECTION SEVENTEEN: INSTRUCTIONS AND FORMS

Forms are incorporated into and made part of this Agreement upon completion.

A. Request for Reimbursement (RFR) Form (Form 1)

## SECTION EIGHTEEN: ATTACHMENTS

Attachments listed below are incorporated into and made part of this Agreement:

A. NMDOT 12-AL-64-P05 Project Agreement (Attachment A)
B. Funding Request (Attachment B)
C. Budget Summary (Attachment C)

Attachments are incorporated and made part of this Agreement upon completion.

**THEREFORE**, the Sub-grantee and the Department do hereby execute this Agreement as witnessed by the signatures below:

**SUB-GRANTEE:**

**SANTA FE COUNTY**

By: Katherine Miller Date: 11-29-11

Printed Name: Katherine Miller Title: County Manager

**Approved as to form**
**Santa Fe County Attorney**
**By:** Stephen C. Ross
**Date:** November 18, 2011

**DEPARTMENT OF PUBLIC SAFETY:**

By: Gorden E. Eden, Jr., Cabinet Secretary or Designee Date: 10/27/11

**Reviewed as to legal form and sufficiency**
**New Mexico Department of Public Safety, Office of Legal Affairs**

By: Chief Counsel Date: 10-26-11
Rosemary P. McCourt, Deputy Chief Counsel or Designee

**PROJECT TITLE: Alcohol Compliance Operations**
**PROJECT NUMBER: 12-AL-64-P05**
**GRANTEE NAME: New Mexico Department of Public Safety, Special Investigations Division (State)**

# 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 DIVISION**, hereinafter referred to as DEPARTMENT or TSD, and the NEW MEXICO DEPARTMENT OF PUBLIC SAFETY, SPECIAL INVESTIGATIONS DIVISION, 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 Department of Public Safety, Special Investigations Division to conduct law enforcement operations aimed at reducing alcohol-related crashes, injuries, and deaths. The GRANTEE shall comply with all provisions and conditions of this Agreement including the Traffic Safety Division 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 $118,000.00. The DEPARTMENT has determined the funding source will be Federal Section 164, 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.
   (CFDA # 20.608)
2. The GRANTEE shall pay all PROJECT costs that exceed $118,000.00.

The project budget is itemized as follows:

| | |
|---|---|
| Personal Services | $50,000.00 |
| Contractual Services | $0.00 |
| Commodities | $0.00 |
| Indirect Costs | $0.00 |
| Other | $68,000.00 |
| **TOTAL** | **$118,000.00** |

The Grantee may transfer funds between budget categories with prior written approval from the Director of the DEPARTMENT'S Traffic Safety Division 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 Se Puede!*

### B. PROGRAM SERVICES:

1. Provide $35,000.00 to conduct enforcement operations throughout the state to investigate the incidents of sales of alcohol to intoxicated persons in licensed liquor establishments and sales of alcohol to minors. The operations will be conducted with a minimum of 2 agents or one supporting law enforcement officer and one agent for a minimum of 4 hours. Officers will be reimbursed at the officers actual overtime rate at time and one half. The majority of operations will be conducted during scheduled Superblitz periods. Agents will report the total number of citations for the following violations:

   Administrative Citations for Sales to Intoxicated Persons;
   Administrative Citations for Sales to Minors;
   Adult Misdemeanor Arrests;
   Juvenile/Minor Misdemeanor Arrests;
   Other Administrative Citations Issued;
   Other Felony Arrests/Adults;
   Other Felony Arrests/Juvenile/Minor;
   Premise Inspections (Written);
   Sales/Providing Alcohol to Minors (Felony Arrest);
   Total Administrative Citations Issued;
   Total Non-Traffic Citations;
   Underage Enforcement Operations.

2. Provide $68,000.00 in funding to conduct twelve (12) monthly overtime enforcement activities in the form of warrant roundups. The warrant roundups will be conducted in Santa Fe, County in collaboration with the New Mexico State Police, City of Santa Fe Police Department, and the Santa Fe County Sheriff's Department. The New Mexico Department of Public Safety, Special Investigations Division will be responsible for overseeing the project and all officers working the operations will be paid at the officer's actual overtime rate at time and one half.
3. Provide $15,000.00 in funding to conduct four (4) minor compliance check operations in Santa Fe, County utilizing minor operatives, officer's will be paid at the rate of time and one half for overtime enforcement hours.
4. Reimbursement requests require the designee's original signature and must be submitted monthly throughout the grant period even if there is *no activity claimed during the month. The final claim must be submitted* by October 31, 2012 or may not be reimbursed.
5. Supporting documentation for reimbursement requests will be maintained at the agency for monitoring purposes and be available upon the Traffic Safety Division's requests for three (3) years after the expiration date of this Agreement.
6. The agency is responsible for notifying the enforcement coordinator, the law enforcement liaison assigned to the agency, and the TSD program manager of any changes in project coordinators.
7. Agencies receiving funding from the Traffic Safety Division are required to submit timely crash reports according to NMSA Section 66-7-207.

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

1. Reduce the number of fatalities involving driver/motorcycle operators with .08 or higher BAC from 107 in 2010 to 96 in 2012. (C-5; FARS Data)

**D. ACTIVITIES: The Grantee shall:**

1. The GRANTEE shall conduct activities in a manner consistent with TSD'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. **Scheduled Superblitz periods are**: (1) *Holiday Superblitz*, November 18, 2011 – January 8, 2012, (2) *St. Patrick's Day,* March 14, 2012 – March 19, 2012, (3) *May Mini Blitz*, *Cinco De Mayo,* May 2, 2012 – May 7, 2012, and (4) *Labor Day,* August 17, 2012 – September 3, 2012 and including one Mini Superblitz Period which is: *Fourth of July,* July 3, 2012 – July 8, 2012.
3. Expanded Enforcement periods are considered anytime outside the Superblitz and National DWI Mobilization periods.

**E. TRAINING:**

1. The Agency Coordinator will attend the Spring TSD 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.
3. Participating enforcement officers must have and maintain law enforcement certifications in all areas necessary to conduct undercover stings and compliance checks. All certifications will be the responsibility of the grantee and shall be available for inspection by the Department upon request if applicable.

**F. EVALUATION:**

1. Submit reports to the designated enforcement contractor within three (3) 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. Submit the final reimbursement claim within thirty (30) days of the expiration date of the Agreement.

## 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, 2011 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. The Department may reject any agreement executed by the grantee 60 days or more after the Deputy Secretary's signature.
C. This AGREEMENT shall terminate September 30, 2012. 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**

BY: Kathryn E. Bender
KATHRYN E. BENDER
DEPUTY SECRETARY OF
PROGRAMS & INFRASTRUCTURE

DATE: 10/3/11

**GRANTEE NAME:**
**Special Investigations Division (State)**

BY: [signature]
GORDON E. EDEN, JR.
AUTHORIZED OFFICIAL
TITLE: CABINET SECRETARY

DATE: 10/13/11

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

BY: Cynthia A. Chavez DATE: 9-30-11
Assistant General Counsel

# New Mexico Department of Public Safety
# Special Investigation Division

## 2012 Fiscal Year
## FUNDING REQUEST

To: Michael Sandoval, New Mexico Department of Transportation
Cc: Robert Archuleta, New Mexico Department of Transportation

From: Bill Hubbard, Director, Department of Public Safety, Special Investigation Division
Chief Ray Rael, Santa Fe Police Department
Sheriff Robert Garcia, Santa Fe County Sheriff's Office
Cynthia Delgado, Santa Fe Underage Drinking Prevention Alliance

Date: July 15, 2011

Re: Proposal for State Funds to Support Santa Fe "Operation Descansos" DWI Warrant Round Up Program

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Santa Fe County has approximately 700 outstanding DWI warrants from Municipal, Magistrate and District Courts. To address this issue the Santa Fe Underage Drinking Prevention Alliance has formed collaboration with Santa Fe law enforcement and the Santa Fe New Mexican to address the outstanding DWI warrant program.

The program will consist of two parts public awareness and consistent local law enforcement activity. The public awareness component consists of publishing, names and pictures of outstanding DWI warrants on a quarterly basis, and sending monthly press releases on warrant Operations to encourage individuals to call in information or address an outstanding warrant.

The next step is Warrant Roundup teams consisting of DPS/SID, NMSP SFPD and SFSO officers conducting monthly warrant operations for 12 months starting the first month of the funding period. These warrant round ups will concentrate on DWI warrants/arrests in Santa Fe County. These operations would require 18 officers for 6 hours each. The cost of the operations is below:

**Monthly Operation Cost**
Number of DWI Warrants per Operation Approximately 55
18 Officers X 6 Hours=108 Hour X $45.00= $4,860 per Monthly Operation
Grant Management 20 Hours X $25 =$500.00 per Month

| | |
|---|---|
| **Operation Cost** $4,860.00 X 12 Months | **$ 58,320.00** |
| **Grant Management** $500.00 X 12 Months | **$ 6,000.00** |
| **Door Hangers Cost** | **$ 2,000.00** |
| **Total Cost** | **$ 66,320.00** |

Number of DWI Warrants per Operation Approximately 55

**Resource Commitment**

| | |
|---|---|
| Santa Fe Sheriff's Office: | 6 Officers per Operation |
| Santa Fe Police Department: | 6 Officers per Operation |
| Department of Public Safety SID/NMSP: | 6 Officers per Operation |
| NMPSD SID Grant Management | |

The 18 officers will be broken up into six teams of three with two designated transport officers. In order for each team to work efficiently they will be given 10 targets within the same geographical area of the county. Also, with teams of three, one officer can transport, while the other two go to the next target, keeping the team rolling through the operation. In addition, the program is supported by Crime Stoppers.

The results as of June 30, 2011for the 2011 Fiscal year Grant are as follows:

- Number of Arrested DWI Warrant Offenders 252
- Number of Surrender DWI Warrant Offenders 267
- Number of DWI Warrant Operation 7

Funding for this program will combine timely law enforcement with public awareness. In addition it also engages our community in getting out the message that DWI is unacceptable. With the successful funding and execution of this program we hope to realize the following benefits:

- Reduce the Number of Outstanding DWI Warrants
- Increase the Risk and Publicity of DWI Offenses…Impacting Social Norms
- Increase the Awareness that DWI is Unacceptable
- Address DWI Repeat Offenders
- Encourage the Public to be Involved

Thank you for your consideration.

**New Mexico Department of Public Safety**
**Special Investigation Division**

**2012 Fiscal Year**
**FUNDING REQUEST**

To: Michael Sandoval, New Mexico Department of Transportation
Cc: Robert Archuleta, New Mexico Department of Transportation

From: Bill Hubbard, Director, Department of Public Safety, Special Investigation Division
Chief Ray Rael, Santa Fe Police Department
Sheriff Robert Garcia, Santa Fe County Sheriff's Office
Cynthia Delgado, Santa Fe Underage Drinking Prevention Alliance

Date: July 15, 2011

Re: Proposal for State Funds to Support Santa Fe Multi-Jurisdiction Quarterly County Minor Alcohol Compliance Operations

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Santa Fe County is working hard to reduce underage drinking. Based on the 2009 YRRS data, below are key findings regarding underage drinking in Santa Fe County:

- **HIGH SCHOOL %**
  - 47% of high school students reported being a current drinker
  - 51% of girls and 42% of boys were current drinkers
  - 68% of current drinkers were binge drinkers
  - 34% of high school students had their first drink before the age of 13
  - Among current drinkers, girls (47%) are more likely to be given alcohol than boys (31%)

- **MIDDLE SCHOOL %**
  - 25% of middle school students reported being a current drinker
  - 27% of girls and 23% of boys were current drinkers
  - 14% of current drinkers were binge drinkers
  - 19% of middle school students had their first drink before the age of 11
  - 38% of middle school students responded that it" was easy for me to get alcohol"
  - 39% of middle school students have rode in a car with a drinking

An important strategy is reducing access of alcohol to minors. To address this issue the Santa Fe Underage Drinking Prevention Alliance has formed collaboration with Santa Fe law enforcement to insure that community alcohol retailers are in compliance with New Mexico state statute.

By working as a multi-jurisdiction law enforcement team we can leverage the New Mexico Department of Public Safety, Special Investigation Division. The multi-jurisdiction operations

also provide the enforcement of criminal and administrative regulations as SID will issue as needed during the Operations. The Operations will consist of shoulder taps and minor compliance checks using minor operatives. In addition, after each Operation a press release will be sent to the local media, to increase public awareness in the attempt to unite the community to reduce the current issue of providing alcohol to minors.

These operations would require 12 local law enforcement officers and 4 SID officers for 6 hours each. The cost of the operations is below:

**Quarterly Operation Cost**
Number of Minor Alcohol Compliance Operations 4
12 Officers X 6 Hours= 72 Hours X $45.00= $3,240.00 per Operation
Grant Management 20 Hours X $25 =$500.00 per Quarter

| | |
|---|---|
| **Operation Cost** $3,240.00 X 4 | **$ 12,960.00** |
| **Grant Management** $500.00 X 4 | **$ 2,000.00** |
| **Total Cost** | **$ 14,960.00** |

**Resource Commitment**

| | |
|---|---|
| Santa Fe Sheriff's Office: | 6 Officers per Operation |
| Santa Fe Police Department: | 6 Officers per Operation |
| Department of Public Safety SID/NMSP: | 4 Officers per Operation |

SID Officers will not be paid under this grant.
NMPSD SID Grant Management Personnel

The 16 officers will be broken up into four teams of three with one designated transport officer. In order for each team to work efficiently they will be given retail targets within the same geographical area of the county. Also, with teams of three, one officer can transport, while the other two go to the next target, keeping the team rolling through the operation. In addition, teams of three will provide one transport officer to handle any arrest made by the active team. The remaining 2 officers will continue operations in order to maximize efficiency and prevent down time.

Funding for this program will combine timely law enforcement with public awareness. In addition it also engages our community in getting out the message that providing alcohol to minors is unacceptable. With the successful funding and execution of this program we hope to realize the following benefits:

- Increase the Perceived Risk of Providing Alcohol to Minors Offenses…Impacting Social Norms
- Reduce Alcohol Access to Minors
- Address Retailers and Adults that Provide Alcohol to Minors

Thank you for your consideration.

**BUDGET SUMMARY (Attachment C)**

Sub-grantee: Santa Fe County Sheriff's Office

Agreement Number: 12-AL-64-P05-SFSO for Warrant Roundup Activities

| EXPENDITURE BY CATEGORY | GRANT FUNDS | MATCH-IN-KIND | TOTAL BUDGET |
|---|---|---|---|
| PERSONAL SERVICES – 200 | $20,000.00 | 0.00 | $20,000.00 |
| OTHER COSTS - 400 | 0.00 | 0.00 | 0.00 |
| TOTAL BUDGET | $20,000.00 | 0.00 | $20,000.00 |
| | | | |

Agreement Number: 12-AL-64-P05-SFSO for Minor Compliance Checks

| EXPENDITURE BY CATEGORY | GRANT FUNDS | MATCH-IN-KIND | TOTAL BUDGET |
|---|---|---|---|
| PERSONAL SERVICES – 200 | $6,500.00 | 0.00 | $6,500.00 |
| OTHER COSTS - 400 | 0.00 | 0.00 | 0.00 |
| TOTAL BUDGET | $6,500.00 | 0.00 | $6,500.00 |
| | | | |