Sandoval County Board of County Commissioners
Agenda Item Summary

AGENDA ITEM # 7-10-14.6H

1. REQUESTED MOTION

ACTION REQUESTED:

Approve Grant Agreement Project No. 14-DPE-10-125 between Sandoval County and the NM Department of Transportation Traffic Safety Division for Law Enforcement Overtime in the Amount of $76,400

WHY ACTION IS NECESSARY (Summary):

This is a two year contract to reduce underage drinking and collaborate with students key media partners, tribal partners, MADD and the DWI Task Force to reduce traffic related injuries and deaths in Sandoval County. It funds law enforcement OT for shoulder taps and Merchant Education. The grant begins July 1, 2014 and ends June 30, 2016.

2. REQUESTOR

COMMISSIONER SPONSORED: ☐ YES ☒ NO

DISTRICT: ☐ DISTRICT 1 ☐ DISTRICT 4 ☐ DISTRICT 2 ☐ DISTRICT 5 ☐ DISTRICT 3

DIRECTOR / ELECTED: Peggy Cote

DIVISION: Community Services

ELECTED OFFICE:

ATTACHMENTS: ☒ YES ☐ NO

3. MEETING DATE

July 10, 2014

4. AGENDA (To be completed by County Manager)

☐ PROCLAMATION
☐ PRESENTATION
☒ CONSENT
☐ REGULAR
☐ APPEAL

5. RECOMMENDATIONS

Recommend approval.

6. FISCAL IMPACT

This grant is budgeted for fiscal year 2014-2015.

7. RECOMMENDED APPROVAL (Initials & Date)

Department Director/Elected Official	Human Resources	Purchasing	Attorney As to Form	Finance Budget	County Manager	Other
PFC 6/24/14	____	____	PFT 7/2/14	CCH 7/1/14	PPR 7/2/14	____

8. COMMISSION ACTION

☐ Approved ☐ Denied ☐ Deferred ☐ Other

CONTRACT NO. _____
PROJECT NO. 14-DPE-10-125

NEW MEXICO DEPARTMENT OF TRANSPORTATION
TRAFFIC SAFETY DIVISION
HIGHWAY SAFETY PROJECTS
GRANT AGREEMENT

This Project Agreement (hereinafter "the Agreement") is entered into between the State of New Mexico, by and through its Department of Transportation (hereinafter "the Department"), and the Sandoval County (hereinafter "the Grantee") (collectively, the Department and the Grantee are hereinafter "the Parties").

In consideration of the covenants contained herein, and pursuant to the Department's authority under the Traffic Safety Act, NMSA 1978, §§ 66-7-501 through -511, as amended, the Parties agree as follows:

SECTION ONE – PURPOSE, MISSION AND GOALS

Purpose
The purpose of this Agreement is to provide funding for New Mexico law enforcement agencies or government agencies through four (4) state and federal programs to reduce traffic-related injuries and deaths.

Mission
The mission undertaken by the Department's Traffic Safety Division (hereinafter "the 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 2011 to 140 in CY2013. (FARS Data).
5. Postpone the age of first use (i.e. onset) among middle school/pre-teen youth, reduce binge drinking among middle or high school youth and reduce social access to alcohol

SECTION TWO – PROJECT GRANTS AWARDED

The Grantee is awarded funding for the project(s) listed below. Under each project is shown the amount of funding, term of the project, and a reference to the attachment that describes the scope of work and specifies the details and requirements of the project.

Sandoval County
Funding: $76,400.00
Term: _____ to June 30, 2016
Scope of Work/Requirements: Attachment A (attached hereto and made a part hereof)

SECTION THREE – THE GRANTEE SHALL COMPLY WITH:

1. all provisions and conditions of this Agreement, including any attachments hereto;
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, §§ 13-1-28 through -199, as may be amended from time to time; and
4. the National Highway Traffic Safety Administration Grant Management Manual, as may be amended from time to time, if the Project involves federal funding.

SECTION FOUR – METHOD OF PAYMENT, REIMBURSEMENT

The Department will reimburse the Grantee upon receipt of claims, with supporting documentation, showing that expenses have been paid by the Grantee. Claims must be filed on the correct form, be completed fully and correctly, include the supporting documentation required by the Department, be signed by the Grantee's designated representative, and be submitted monthly regardless of whether expenses are claimed for the month. The Department reserves the right to withhold reimbursement if any of the foregoing requirements are not met. The final reimbursement claim must be received by the Department no later than thirty (30) days after the termination date of this Agreement. The Department will 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.

SECTION FIVE - ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS

The Grantee shall be strictly accountable for all receipts and disbursements relating hereto. The Grantee shall maintain documentation as outlined in the TSD Project Management and Accounting Procedures Manual, including but not limited to all books, documents, papers, accounting records and data pertaining to costs incurred. The Grantee shall make such documentation available at its office(s) at all reasonable times during the term of the Agreement, and continuing for three (3) years from the date of final payment under the Agreement. The

Grantee shall furnish the Department or the State Auditor, upon demand, any and all such records relevant to this Agreement, and allow the foregoing agencies to audit all records that support payment under this Agreement. If an audit finds that funds were used inappropriately or not directly in relation to the project, the Grantee shall reimburse that those funds to the Department within thirty (30) days of written notification. If documentation submitted by the Grantee is insufficient to support an audit by customarily accepted accounting practices, the expenses related to such insufficient documentation shall be reimbursed to the Department within thirty (30) days.

SECTION SIX - PROJECT RESPONSIBILITY

The Grantee is solely responsible for completing the Project(s), and nothing herein is intended to give the Department any responsibility for the Project(s) other than as expressly 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 available shall be accepted by the Grantee and shall be final.

SECTION EIGHT – MERGER

This Agreement incorporates all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this Agreement. No prior agreement or understanding, oral or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

SECTION NINE – THIRD-PARTY BENEFICIARY CLAUSE

No provision of this Agreement creates in the public, or any member thereof, a third-party beneficiary. Nor does any provision of this Agreement authorize anyone not a party to the Agreement to maintain a suit for wrongful death, bodily or personal injury, damage to property, or any other claim whatsoever.

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, §§ 41-4-1 through -27, 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 on the date last signed below, and terminates at midnight on June 30, 2016, unless earlier terminated as provided in this Section Twelve.

B. Notwithstanding the foregoing, this Agreement must be received by the Department within sixty (60) days of the Department's signature date in order to be valid. The Department may reject and void any agreement executed by the Grantee more than sixty (60) days after the Deputy Secretary's signature.

C. If the Grantee fails to support the Purpose, Mission and Goals of this Agreement, or to comply with any provisions of this Agreement, the Department, in its sole discretion, may suspend or 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

The 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 assures that no person in the United States shall, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, 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 term of this Agreement, Grantee agrees to take prompt and appropriate steps to correct these deficiencies.

SECTION FOURTEEN - CIVIL RIGHTS LAWS AND REGULATIONS COMPLIANCE

The Grantee shall comply with all federal, state and local laws and ordinances applicable to the Project. The Grantee further agrees to comply with 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; Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order No. 11375 and supplemented by the Department of Labor Regulations (41 C.F.R. Part 60); and 49 C.F.R. § 21.

SECTION FIFTEEN — EQUIPMENT AND 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, the Grantee shall account for all property, materials, and equipment and dispose of said items as directed by the Department. If this Agreement involves federal funds, the Grantee shall purchase, use, manage and dispose of equipment in accord with 23 C.F.R. § 1200.31.

SECTION SIXTEEN -- OFFICIALS NOT TO BENEFIT

No member of the New Mexico legislature or any member of, or delegate to, the United States Congress shall share in or directly benefit from this Agreement. Nor shall any public employee, public official or tribal council member share in or directly benefit from this Agreement.

SECTION SEVENTEEN – GOVERNING LAW

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. The Grantee consents to venue and jurisdiction in the First Judicial District Court in and for the County of Santa Fe in any action relating to this Agreement.

SECTION EIGHTEEN - CERTIFICATIONS AND ASSURANCES

If 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 NINETEEN – CONSTRUCTION

In construing this Agreement, all headings and titles are for the convenience of the Parties only, and shall not be considered terms or provisions of this Agreement. Words of any gender shall be construed to include any other gender, and words in the singular shall be held to include the plural and vice versa unless the context requires otherwise.

SECTION TWENTY – NOTICE

Except as otherwise provided herein, notices shall be in writing and shall be given to the respective party at its address set forth below by (i) United States certified or registered mail, return receipt requested, or (ii) reputable overnight courier, return receipt of tracking system.

Such notice shall be effective, if by mail, five (5) days after being deposited in the mail as aforesaid or, if by overnight courier, upon delivery.

Either party may change its address effective five (5) days after giving written notice of the change to the other party as provided herein.

Notices shall be addressed as follows:

to NMDOT at:	to the Grantee at:
New Mexico Dept. of Transportation	SANDOVAL COUNTY DWI PROGRAM
Attn: Traffic Safety Bureau	Attn: DIANE IRWIN
P.O. Box 1149	711 S. CAMINO DEL PUEBLO
Santa Fe, NM 87504	BERNALILLO, NM 87004

SECTION TWENTY- ONE – AMENDMENT

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ DATE: _____
CABINET SECRETARY OR DESIGNEE

SANDOVAL COUNTY

By: _____ DATE: _____
Authorized Signature Designee

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

BY: _____ DATE: 17 Jun 14
Assistant General Counsel

Approved as to form and legal sufficiency by the legal counsel of _____

BY: _____ DATE: _____
Office of General Counsel

ATTACHMENT A

UNDERAGE DRINKING PREVENTION

SCOPE OF WORK

Project Number: 14-DPE-10-125
Grantee: Sandoval County DWI Program
Term: _____ to June 30, 2016

SECTION ONE – PURPOSE:
The purpose of this Agreement is to provide funding to the County of Sandoval for an underage drinking prevention program. The GRANTEE shall comply with all provisions and conditions of this Agreement, including 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.

SECTION TWO – PROJECT FUNDING:

1. The total yearly estimated cost for the PROJECT is $38,200.00 for a total of $76,400.00 in funds over a two year period. The DEPARTMENT has determined the funding source will be from state designated funds under 66-5-35 Limited driving privilege upon suspension or revocation, Section B which is subject to change by the DEPARTMENT. Funding sources may change and the GRANTEE will be notified in writing and a written amendment will not be necessary.

2. Grantee shall pay all project costs that exceed $76,400.00.

   The project budget is itemized as follows:

YEAR 1	
Personal Services	$0.00
Contractual Services	$35,500.00
Commodities	$ 2,700.00
Indirect	$0.00
Other	$0.00
TOTAL	**$38,200.00**

YEAR 2

Personal Services	$0.00
Contractual Services	$35,500.00
Commodities	$ 2,700.00
Indirect	$0.00
Other	$0.00
TOTAL	**$38,200.00**

1 Grantee may transfer funds between budget categories and fiscal years with prior written approval from TSD, when the transfer of funds improves program effectiveness.

SECTION THREE – PROGRAM SCOPE OF WORK:

A. PROGRAM SERVICES:

1. Collaborate with approximately twenty (20) students to discuss and participate in the development of multiple media strategies and at a minimum create three (3) Public Service Announcements (PSA's), and two (2) billboards. The students will also help create messages to educate parents, other youth and adults throughout the community and participate in presentations around youth access to alcohol and the associated penalties for selling and giving alcohol to a minor and the various social harms to minors caused by alcohol.

2. Collaborate with key media partners to display and air messages around youth access to alcohol and the related laws by educating the public on the penalties for purchasing or providing alcohol to a minor. Media should include the following:
   - Two (2) billboards that will be displayed for three hundred and sixty five (365) days.
   - Three (3) PSA's which will air on My 50 TV between eighty-ninety five (80-95) times per month and on New Mexico CW between seventy five-eighty (75-80) times per month
   - Two (2) articles will appear one (1) time each in the newspaper during the duration of the contract. One (1) article will also be published in the newspaper indicating what merchants were compliant with law – 60-7B-1.A – Giving or selling alcohol beverages to minors and what merchants were found to be noncompliant.

3. Collaborate with the Tribal Liaison and other community stakeholders to conduct eight (8) meetings within the community and within the Pueblos to engage parents in our efforts to reduce underage drinking. Presentations will also be given at school meetings and assemblies to engage parents. We will work with MADD to help us engage and educate parents within our community. The Department recommends the grantee conduct five-six (5-6) separate activities and engage approximately one thousand-one thousand five hundred (1,000 – 1,500) parents.

4. Collaborate with eight (8) Law Enforcement Agencies in the Sandoval County DWI Task Force and the DWI Planning Council to provide retail merchant education and distribute Underage Drinking Posters regarding preventing youth access to alcohol and the associated penalties to at least sixty (60) retail merchants who sell or serve alcohol within Sandoval County.

5. Collaborate with eight (8) Law Enforcement Agencies in the Sandoval DWI Task Force to conduct six (6) compliance check operations and six (6) shoulder tap operations.

6. After compliance checks are conducted, provide follow up education to those retail merchants who sold or served minors during the compliance checks.

7. Attend periodic meetings as requested by the TSD program manager to provide updates on the overall progress of the project.

8. Grantee shall submit a monthly invoice, using TSD's Underage Drinking Reimbursement claim form and a monthly activity report within ten (10) days after the end of each month. Monthly activity reports shall include the program services to include community interventions, activities conducted, materials developed, data collected, youth and parents involved, and overall progress of the project to date. Payment shall be contingent upon the timely submission of the monthly reports.

9. Grantee shall submit the final reimbursement claim and final activity report within thirty (30) days of the termination of the grant which shall detail the yearly activities, including a summary assessment of the project activities. The final report shall include analysis of the data reported from this Agreement and include methods for evaluating the program by means of monitoring and improving the outcomes of specific prevention strategies shall also be included in the accomplishments of the projects undertaken pursuant to this Agreement.

10. For the purpose of this Agreement, the funds will be used solely for underage drinking prevention.