

TS04219
CONTRACT NUMBER: 2016-0201-CSD/MM

GRANT AGREEMENT

This grant agreement is between the New Mexico Department of Transportation (the "Department") and Santa Fe County (the "Grantee"). The Department and the Grantee agree as follows:

1. **Award.** The Department hereby awards the Grantee funding for the following project: Community Driving While Impaired ("CDWI"), Project No. 16-CD-05-091, \$19,714.42.
2. **Scope of Work.** The Grantee shall perform the professional services stated in exhibit A.
3. **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely, properly prepared reimbursement requests as provided in the Department's CDWI Manual. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to both parties signing the agreement, after termination of the agreement, or in excess of the amount of the award noted in section 1. The Grantee must submit its final reimbursement request no later than thirty days after termination of this agreement.
4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this agreement. The Grantee shall record costs incurred, services rendered and payment received, and shall maintain these financial records during the agreement and for three years from the date of submission of the final reimbursement request. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the agreement and for five years after termination. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the project, or otherwise used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty days of written notice.
5. **Officials Not to Benefit.** The parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person's individual capacity, will benefit from this agreement.
6. **Termination.** The Department may terminate this agreement for any reason, by giving the Grantee thirty days written notice. The Grantee may only terminate this agreement

based on the Department's uncured, material breach of the agreement. On receipt of a "Notice of Cancellation," the Grantee shall suspend work unless otherwise directed by the Department in writing. The parties acknowledge that termination will not nullify obligations incurred prior to termination.

7. Appropriations. The Grantee acknowledges that:

- (1) this agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;
- (2) if sufficient appropriations and authorizations are not made, this agreement will terminate upon written notice by the Department to the Grantee; and
- (3) the Department will not expend any funds until they are approved for expenditure, and the Department's determination as to whether approval has been granted will be final.

8. Compliance with Law. The Grantee, its employees, agents and contractors, shall comply with the following:

- (1) 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, and 49 C.F.R. § 21;
- (2) 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, including the Human Rights Act, NMSA 1978, §§ 28-1-1 through -15 (In accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age or handicap, will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this agreement. If the Grantee it is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation.);
- (3) state laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, §§ 52-1-1 through -70, and related regulations; and

9. Notices. For a notice under this agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail return receipt requested and postage prepaid, fax or e-mail; and be addressed as follows:

to NMDOT at:
New Mexico Dept. of Transportation
Attn: Traffic Safety Division
P.O. Box 1149
Santa Fe, NM 87504

to the Grantee at:
Santa Fe County
Attn: Lupe Sanchez
102 Grant Avenue, PO Box 276
Santa Fe, NM 87504

10. **Severability.** The parties intend that if any provision of this agreement is held to be unenforceable, the rest of the agreement will remain in effect as written.

11. **Tort Claims.** The parties intend that (1) immunity from liability for tortious conduct under NMSA 1978, § 41-4-4(A) will apply to all conduct relating to this agreement, (2) only the waivers of immunity from liability under NMSA 1978, §§ 41-4-4 through -12 will apply, and (3) this agreement does not waive immunity from liability for tortious conduct relating to this agreement of any employee of the Department or the Grantee.

12. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.

13. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in section 2.

14. **Term.** This agreement takes effect upon signature of all parties. If the Grantee does not deliver the signed agreement to the Department within sixty days of the Department's signature, the agreement will be voidable by the Department. The agreement terminates at midnight on June 30, 2016 unless earlier terminated as provided in section 6 or section 7.

15. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law principles, govern all adversarial proceedings arising out of this agreement.

16. **Amendment.** No amendment of this agreement will be effective unless it is in writing and signed by the parties.

17. **No Third-party Beneficiary.** This agreement does not confer any rights or remedies on anyone other than the Department and the Grantee.

18. **Merger.** This agreement constitutes the entire understanding between the parties with respect to the subject matter of the agreement and supersedes all other agreements, whether written or oral, between the parties, except that this agreement does not supersede the Grantee's rights under any other grant agreement.

Each party is signing this agreement on the date stated opposite that party's signature.

Date: 16 Dec, 2015

DEPARTMENT OF TRANSPORTATION

By:

[Signature]
Cabinet Secretary or Designee

Date: 12-13, 2015

SANTA FE COUNTY

By:

Katherine Miller
Title: County Manager

Approved as to form and legal sufficiency.

Date: 12 Nov, 2015

By:

[Signature]
Assistant General Counsel
Department of Transportation

Approved as to form and legal sufficiency.

Date: _____, 2015

By:

Approved as to form
Santa Fe County Attorney
By: [Signature]
Date: 11-30-15
Counsel for Santa Fe County
[Signature]

Exhibit A

SCOPE OF WORK, TRAINING, REIMBURSEMENT AND REPORTING

COMMUNITY DRIVING WHILE IMPAIRED PROGRAMS (CDWI) PROJECT NO. 16-CD-05-091

1. **Scope of Work.** The Grantee shall conduct the following activities as required below:

(1) Utilizing \$19,741.00 in funding from the Department, conduct DWI enforcement activities which optimally will include: 12 DWI Checkpoints/ Saturation Patrols within Santa Fe County and the overtime funding will cover court hearings.

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

“Agency Coordinator” means the person assigned by the Grantee to assume direct responsibility for administering all phases of the project agreement.

3. **Training and qualifications.** The Agency Coordinator must attend Department training as required by the Department. The Grantee shall notify the Department of any changes in the Agency Coordinator. The Grantee’s officers must have law enforcement certifications in all areas necessary to conduct the services noted in ¶ 1 of this exhibit.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost of activities listed in the scope of work section of this attachment. The Grantee should submit claims no later than 10 days after the end of each month. The Department will pay the Grantee for the following:

- (1) the actual costs of items listed in the scope of work; and
- (2) conference and training fees, per diem, and other related costs required under the grant and approved by the Department in advance.

5. **Reporting.** The Grantee must submit quarterly activity reports by October 31, 2015 January 31, April 30 and July 31, 2016. Quarterly activity reports should summarize the Grantee’s goals and accomplishments for the fiscal year funded under this agreement. Further, the report should detail how the Grantee’s activities contributed to meeting the Department’s highway safety targets, missions and goals.