

# CITY of ALBUQUERQUE

## TWENTY-FIRST COUNCIL

COUNCIL BILL NO. R-14-28 ENACTMENT NO. \_\_\_\_\_

SPONSORED BY: Trudy E. Jones, by request

1 RESOLUTION

2 APPROVING AND AUTHORIZING THE FILING OF THE ATTACHED GRANT  
3 AWARD AGREEMENT FOR A 2014 BERNALILLO COUNTY PARTY PATROL  
4 GRANT WITH BERNALILLO COUNTY "COUNTY" AND PROVIDING AN  
5 APPROPRIATION TO THE CITY OF ALBUQUERQUE.

6 WHEREAS, the City of Albuquerque has as one of its goals to enhance  
7 local law enforcement efforts thereby providing for the public safety and  
8 welfare; and

9 WHEREAS, the Albuquerque Police Department is committed to reducing  
10 incidences of underage alcohol consumption; and

11 WHEREAS, the County has determined that public safety will be enhanced  
12 by providing programs and activities to reduce incidences of DWI; and

13 WHEREAS, grant funds in the amount of \$18,720 for this purpose was  
14 awarded by Bernalillo County; and

15 WHEREAS, the City of Albuquerque is desirous of accepting these funds  
16 for which indirect costs of \$1,760 and FICA charges of \$271 are required to  
17 support this grant and are available in the FY/14 Transfer to Operating Grants  
18 Fund Program in the General Fund.

19 BE IT RESOLVED BY THE COUNCIL, THE GOVERNING BODY OF THE CITY OF  
20 ALBUQUERQUE:

21 Section 1. That the attached grant award agreement for the 2014 Bernalillo  
22 County Party Patrol is hereby made a part of this resolution and is hereby  
23 approved and its submission and filing with the appropriate official or office of  
24 Bernalillo County is in all respects approved.

25 Section 2. That upon award, funds in the amount of \$18,720 from Bernalillo  
26 County and indirect costs of \$1,760 and FICA charges of \$271 from the FY2014

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1      **Transfer to Operating Grants Fund Program in the General Fund are hereby**  
2      **appropriated to the Albuquerque Police Department in the Operating Grants**  
3      **Fund 265, for Fiscal Year 2014, for the 2014 Bernalillo County Party Patrol.**

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Mayor Richard J. Berry

# CITY OF ALBUQUERQUE

## Albuquerque, New Mexico

### Office of the Mayor

#### INTER-OFFICE MEMORANDUM

Date: January 30, 2014

**TO:** Ken Sanchez, President, City Council

**FROM:** Richard J. Berry, Mayor

**SUBJECT:** 2014 Bernalillo County Party Patrol Grant Program

The Albuquerque Police Department (APD) has been awarded a grant from Bernalillo County for a 2014 Bernalillo County Party Patrol Grant program in the amount of \$18,720.

The purpose of the 2014 Bernalillo County Party Patrol Grant is to reduce the amount of underage drinking of alcohol by minors and to reduce the incidence of drunk driving.

Indirect costs of \$1,760 and FICA charges of \$271 are necessary to support this grant and are available in the FY14 Transfer to Operating Grants Fund Program in the General Fund.

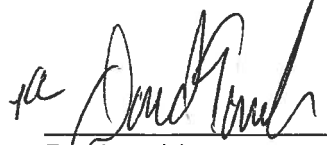
This Resolution is forwarded to the Council for its action.

**Title/ Subject of Legislation: 2014 Bernalillo County Party Patrol**


**Approved:**

 2/11/14  
Robert J. Perry                      Date  
Chief Administrative Officer

**Approved as to Legal Form:**

 2/5/14  
David J. Tourek                      Date  
City Attorney

**Recommended:**

 1-30-14  
Allen J. Banks                      Date  
Chief of Police

## **Cover Analysis**

### **1. What is it?**

The Albuquerque Police Department (APD) has been awarded a grant for a 2014 Bernalillo County Party Patrol program from Bernalillo County in the amount of \$18,720.

### **2. What will this piece of legislation do?**

This legislation will authorize the Albuquerque Police Department to accept funding to perform “party patrol” type activities. The funding will be used to provide overtime for APD officers in order to reduce the amount of drinking alcohol by underage minors.

### **3. Why is the project needed?**

This project is needed to reduce the amount of underage alcohol consumption in Albuquerque.

### **4. How much will it cost and what is the funding source?**

APD has been awarded a 2014 Bernalillo County Party Patrol grant in the amount of \$18,720. Indirect costs of \$1,760 and FICA charges of \$271 are necessary to support this award and are available in the FY/14 Transfer to Operating Grants Fund Program in the General Fund.

### **5. What will happen if the project is not approved?**

If the project is not approved, APD will not be able to participate in the party patrol program and reduce alcohol consumption by minors.

# FISCAL IMPACT ANALYSIS

TITLE: 2014 Bernalillo County Party Patrol

R: O:

FUND: 265

DEPT: Police

- ☐ No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.
- ☒ (If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

		Fiscal Years			
		2014	2015	2016	Total
Base Salary/Wages		\$ 18,720			\$ 18,720
Fringe Benefits at	1.45%	\$ 271	\$ -	\$ -	\$ 271
Subtotal Personnel		\$ 18,991	\$ -	\$ -	\$ 18,991
Operating Expenses					\$ -
Property					\$ -
Indirect Costs	9.40%	\$ 1,760	\$ -	\$ -	\$ 1,760
Total Expenses		\$ 20,751	\$ -	\$ -	\$ 20,751
<input type="checkbox"/> Estimated revenues not affected					
<input checked="" type="checkbox"/> Estimated revenue impact					
Amount of Grant		\$ 18,720	\$ -	\$ -	\$ 18,720
City Cash Match		\$ 271	\$ -	\$ -	\$ 271
City Inkind Match					
City IDOH		\$ 1,760	\$ -	\$ -	\$ 1,760
Total Revenue		\$ 20,751	\$ -	\$ -	\$ 20,751

These estimates do not include any adjustment for inflation.

\* Range if not easily quantifiable.

Number of Positions created 0

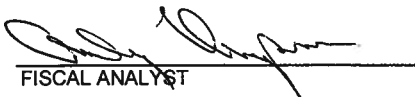
## COMMENTS:

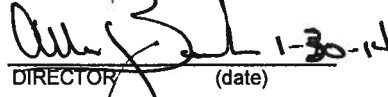
Indirect costs in the amount of \$1,760 and FICA charges of \$271 are required to support this grant in FY14 and are available in the Fiscal Year 2014 Transfer to Operating Grants Fund Program in the General Fund.

## COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:

REVIEWED BY:


APPROVED:

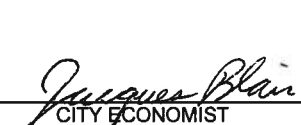
  
FISCAL ANALYST

 1-30-14  
DIRECTOR (date)

REVIEWED BY:

  
EXECUTIVE BUDGET ANALYST

 1-21-14  
BUDGET OFFICER (date)

  
CITY ECONOMIST

## INTER-GOVERNMENTAL SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 between the County of Bernalillo – Department of Substance Abuse Programs, a political subdivision of the State of New Mexico (hereinafter referred to as the "County"), and City of Albuquerque Police Department, 400 Roma NW, Albuquerque, New Mexico 87102, a New Mexico governmental unit (hereinafter referred to as the "Contractor").

### WITNESSETH:

WHEREAS, the County has determined that public safety will be enhanced by providing driving while impaired (DWI) related services, programs and activities to reduce incidences of DWI and influence a decrease in the number of Bernalillo County residents injured and/or killed by drunk drivers; and

WHEREAS, the County has appropriated funds ("County Funds") for this purpose; and

WHEREAS, the County desires to engage the Contractor to render certain social services in connection therewith.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. **Scope of Services:** The Contractor shall perform the following services in a satisfactory and proper manner, as determined by the County.
  - A. Conduct a minimum of (16) underage drinking enforcement activities (Party Patrol) using a minimum of 5 officers for an estimated minimum of 4 hours per activity.
  - B. Conduct a minimum of (5) underage drinking law enforcement activities (Shoulder Tap operations) using a minimum of 3 officers for an average of 5 hours per activity.
  - C. Enforcement activities described above (excluding saturation patrols) shall be preceded by a news release to Albuquerque-area media outlets and the County advising the public about the conduct of such enforcement activities to heighten public awareness of the funded law enforcement activities. Official notice to the Bernalillo County Department of Substance Abuse Programs shall be faxed to (505) 462-9845.
  - D. Disposition and outcome of any open charge arrest made with any LDWI funded activities must be reported bi-annually (January 2014 and July 2014).
2. **Time of Performance:** Services of the Contractor designated herein are to commence July 1, 2013, or on the date of approval by the County Manager, whichever occurs later, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement but, in any event, all of the Services required hereunder shall be completed by June 30, 2014.
3. **Compensation and Method of Payment:**
  - A. **Maximum Compensation:** For performing the Services specified in Section 1 of this Agreement, the County agrees to pay the Contractor a total amount not to exceed EIGHTEEN THOUSAND SEVEN HUNDRED TWENTY DOLLARS (\$18,720.00), which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing the Services. The Maximum Compensation may be reduced by the County upon thirty (30) days written notice to the Contractor.
  - B. **Method of Payment:**
    - (1) The County agrees to pay such sum to the Contractor subsequent to receipt of a requisition for payment and outcome report of the funded activity at the following rates:
      - Underage Drinking Enforcement (Party Patrol): \$984.00 per activity
      - Underage Drinking Enforcement (Shoulder Tap): \$595.20 per activity

Only those costs which are allowable under the terms of this Agreement shall be reimbursed. The County shall withhold reimbursement to the Contractor for failure to perform the Services

described in this Agreement and for failure to meet any other requirements of this Agreement. Payment will be withheld until such time as the Contractor is in full compliance with all the terms of this Agreement. Reimbursement to the Contractor is for Law Enforcement Officers overtime wages only. No benefits of any kind will be considered.

- (2) All requisitions for payment, submitted by the Contractor, must be supported by documentation of Services provided in the Contractor's files. The required monthly and/or quarterly report form (Attachment A) shall be submitted by the 10<sup>th</sup> day of the following month at the end of the previous month and/or quarter.
  - (3) Checks issued by the Contractor to pay obligations incurred under this Agreement shall be made payable to the vendor for services or materials and not to cash.
4. **Amendment to Agreement:** Amendments to this Agreement to increase the maximum compensation and/or amend the Scope of Services or time of performance shall be incorporated in a Supplemental Agreement to this Agreement. Any amendments to this Agreement must be in writing, signed by both parties.
5. **Fiscal Agent, Purchasing Agent, and Personnel Agent:**
  - A. The Contractor shall serve as its own fiscal agent, purchasing agent, and personnel agent.
  - B. The Contractor shall have and maintain financial policies and procedures, an accounting system, purchasing policies and procedures (including bid requirements) and personnel policies and procedures that adhere to generally accepted accounting and management standards and practices.
6. **Performance Monitoring:** The Contractor will from time to time provide assistance and information needed by staff of the County's Department of Substance Abuse Programs to monitor and evaluate the performance of the above mentioned Scope of Services. It is understood that the County's Department of Substance Abuse Program staff, at its discretion, may perform periodic fiscal and program monitoring reviews on dates to be arranged. It is also understood that reviews by other local and/or state officials may be required on dates to be arranged.
7. **Independent Contractor:**
  - A. Neither the Contractor nor its employees are considered to be employees of the County for any purpose whatsoever. The Contractor is considered to be an independent contractor at all times in the performance of the Scope of Services described herein.
  - B. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the County under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the County.
  - C. The Contractor certifies that it will establish, publish and post a statement of its policies and requirements on maintaining a drug free workplace which complies with the "Drug-Free Workplace Act of 1988" (P.L. 100-690) and shall require all providers of Services under this Agreement to comply with the workplace requirements of the Act.
8. **Personnel:**
  - A. The Contractor represents that it has, or will secure, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the County. Personnel salaries, benefits and other related costs may be paid for from County Funds as authorized in Exhibit A attached herewith.
  - B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.
  - C. None of the work or the Services covered by this Agreement shall be subcontracted without prior written approval of the County. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
  - D. The Contractor shall have in its possession a documented set of personnel policies and procedures, including fringe benefits, if any, available to the Contractor's employees and which has been formally



adopted by its governing board. Such a document shall be made available for inspection and determination by the County as to its acceptability.

9. **Liability:** Liability coverage is provided pursuant to the State Tort Claims Act and in accordance with the rules and regulations of the State Risk Management Division. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended.
10. **Representations in Proposal:** The County has relied on all representations in the Contractor's Department of Substance Abuse Program funding application for fiscal year 2013 in awarding this contract and the Contractor warrants the accuracy of all representations in said application. Misrepresentation in the proposal shall be cause to terminate the contract and recover any appropriate damages.
11. **Reports and Information:**
  - A. At such times and in such forms as the County and/or the appropriate funding entity may require, there shall be furnished to the County Department of Substance Abuse Programs, such statements, records, data and information as the appropriate funding entity or the County may request pertaining to matters covered by this Agreement. Unless authorized by the County, the Contractor will not release any information concerning any work products including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the County except as required by law or regulations.
  - B. The Contractor will provide to the County Department of Substance Abuse Program cumulative quarterly program performance reports covering the services provided under this Agreement. Reports are due no later than ten (10) days after the end of the reporting month, and shall be in accordance with County reporting instructions.
  - C. Project progress reports submitted by a public agency must be reviewed and signed by an authorized official of that agency.
  - D. Report monthly any court hearing appearances and the result for any service listed in this Scope of Work.
12. **Establishment and Maintenance of Records:** Records shall be maintained in accordance with requirements (if any) prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized by the County, such records shall be maintained for a period of six (6) years after the receipt of final payment under this Agreement.
13. **Audits and Inspections:**
  - A. At any time during normal business hours and as often as the County and/or the appropriate funding entity may deem necessary, there shall be made available to the County for examination, all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the County and/or the appropriate funding entity to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.
  - B. Contractors who expend \$300,000 or more of Federal funds during the year shall have an audit conducted in accordance with the Federal Government's Office of Management and Budget Circular A-133 as amended. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits on funds provided under this Agreement. Contractors who receive \$25,000 or more in funding from the County, and do not fall under A-133, shall have a financial statement audit conducted by an independent auditor in accordance with generally accepted government auditing standards.
14. **Publication, Reproduction and Use of Material:** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

15. **Conflict of Interest:** No member, officer, or employee of the Contractor, or its designee or agents, nor any voting member of the County DWI Planning Council or of the County Commission and no other public official of the County who exercises any functions or responsibilities with respect to the County DWI Program during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. The Contractor shall incorporate, or cause to be incorporated in all such subsequent agreements or sub-agreements, a provision prohibiting such interest pursuant to the purposes of this section.
16. **Compliance With Laws:** The Contractor shall comply with all applicable state, federal, municipal and county laws, rules and ordinances.
17. **Assignability:** The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto.
18. **Termination for Cause:** If, through any cause, the Contractor fails to fulfill the Contractor's obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, Agreements or stipulations of any part of this Agreement, the County shall have the right to cancel the contract. The County reserves the right to recover any excess cost incurred by the repurchase by deduction from an unpaid balance due to the Contractor, or any other legal method. Cancellation shall be done by giving written Notice of Cancellation to the Contractor. The Notice of Cancellation shall include the effective date of cancellation.
- |   |   |
|---|---|
| <b>The official address of the County is:</b> | <b>The official address of the Contractor is:</b> |
| Bernalillo County Purchasing Office           | Albuquerque Police Department                     |
| One Civic Plaza NW, Room #10010               | 400 Roma NW                                       |
| Albuquerque, NM 87102                         | Albuquerque, NM 87102                             |
19. **Termination for Lack of Appropriations:** The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the County Commission for the performance of this Agreement. If sufficient appropriations and authorization are not made by the County Commission, this Agreement shall terminate upon written notice being given by the County to the Contractor. The County decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
20. **Termination for Convenience of County:** The County may terminate this Agreement at any time by giving at least thirty (30) calendar days notice in writing to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid in the amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments of compensations previously made.
21. **Termination by Contractor:** The Contractor may terminate this Agreement by giving written notice at least sixty (60) calendar days prior to the anniversary date of this Agreement.
22. **Construction and Severability:** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
23. **Enforcement:** The Contractor agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of this Agreement.
24. **Notice:** The New Mexico Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
25. **Applicable Law:** This Agreement shall be governed by the laws of the State of New Mexico.
26. **Compliance with Applicable Law:** Contractor shall comply with all applicable state, federal, municipal and county laws, rules and ordinances.

27. **Entire Agreement:** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
28. **Facsimile Signature:** A signature sent via facsimile or electronically shall have the same legal effect as if the Original Agreement has been signed in person.
29. **Approval Required:** This Agreement shall not become effective or binding until approved by the Bernalillo County Manager.

IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement as of the date written above.

COUNTY OF BERNALILLO:

  
Tom Zdunek, County Manager

Tom Zdunek  
Print Name

Date: 11/5/13

CONTRACTOR:

  
Allen J Banks, Chief of Police

Allen J. Banks  
Print Name

Date: \_\_\_\_\_

Title: Chief of Police

APPROVED

  
County Legal Department

01406793005

State Taxation and Revenue Department  
Taxpayer Identification Number

856000102  
Federal Taxpayer Identification Number

# LAW ENFORCEMENT ACTIVITY REPORT

FROM \_\_\_\_\_ TO \_\_\_\_\_

<b>Project Name:</b>	<b>Agreement #</b>	
Total Hours of Activity		
Location(s)		
Total Vehicles Checked		
<b>SPEED</b> citations		
MILES OVER (1 TO 15)		
MILES OVER (16 TO 25)		
MILES OVER (OVER 25)		
<b>DWI</b>	<b>Arrests</b>	<b>Citations</b>
Open Container		
Possession/Consumption		
Other		
Underage sales		
Under 21 Purchases		
Under 21 Sales		
<b>OCCUPANT PROTECTION</b>	<b>Arrests</b>	<b>Citations</b>
Seatbelt		
Child Restraint		
Warnings		
<b>Other</b>		

Which media received news releases/PSAs to accompany operations?

\_\_\_Print \_\_\_Radio \_\_\_TV

Were news/public affairs interviews conducted? If so, which media?

\_\_\_Print \_\_\_Radio \_\_\_TV

Were special events or other activities held? \_\_\_Yes \_\_\_No

Describe media activities for each major event:

Comments: