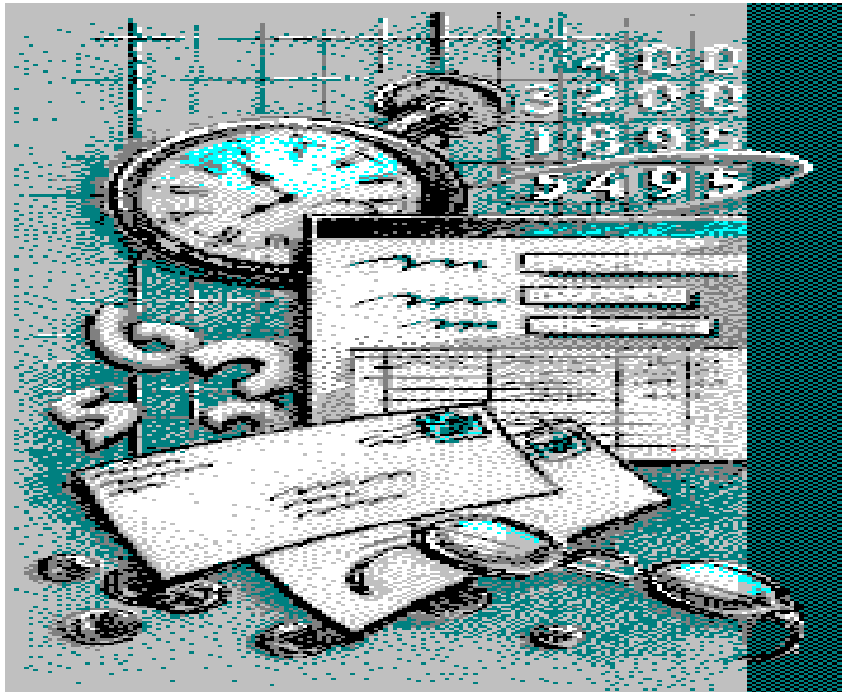




New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

Traffic Safety Bureau Financial Management Manual



NOTE: This manual is available on the web site: <http://www.nmshtd.state.nm.us/>
(go to Traffic Safety Division on the Site Map)

This manual is used by TSD Contractors and Staff
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Definitions and Related Acronyms

Reference [Appendix D](#) for a complete listing of Acronyms

Audit - a review of programmatic and financial records conducted by a certified public accountant the basis of an organization's legally required audit report.

Block of Time - a set amount of overtime, determined by the Enforcement Agency, based on local need.

CDWI - Community Driving While Impaired/ Intoxicated Program

Cognizant Agency – The agency providing the majority of the project operating funds.

Department - New Mexico Department of Transportation (NMDOT)

Designee - a person or legal entity authorized by contract to perform certain duties on behalf of TSD.

Direct Costs - costs that can be identified specifically with a particular final cost objective, such as compensation of employees, cost of materials, equipment, travel expenses.

DWI – Driving While Impaired/ Intoxicated

Enforcement Agency – the Grantee, either a police department or sheriff's office, specified in the Project Agreement.

GAAP - Generally Accepted Accounting Procedures

Government Unit – grantee governing body with the authority to enter into a contractual agreement.

Grantee - the recipient of a Traffic Safety Division Project Agreement. In this document, Grantee refers to the organization that has been awarded funds by the TSD.

Grantee Authorizing Official - the person authorized by the local or state government body to enter into project agreements (usually the County Commission Chair, Mayor, Cabinet Secretary, etc.).

Grantee Project Director – the person assigned by the Grantee to assume direct responsibility for administering all phases of the TSD Project Agreement.

Indirect Costs - costs which are not easily identifiable with a specific program, but which are, nonetheless, necessary to the operation of the program. These costs are shared among programs and, in some cases, among functions.

Monitoring - a process whereby TSD assesses program progress and compliance by reviewing project related reports, files, and financial records, and by interviewing grantees.

NHTSA - National Highway Traffic Safety Administration

NMDOT - New Mexico Department of Transportation

Definitions and Related Acronyms (cont.)
Reference [Appendix D](#) for a complete listing of Acronyms

OBD - Operation Buckle Down

ENDWII – Operation End DWI (see DWI)

Project - activities proposed or implemented by the TSD to address highway safety problems falling within one or more TSD Program Areas.

TSD Program Area – a Program area within the Highway Safety and Performance Plan eligible for traffic safety funding. Examples include: AL (Alcohol), OP (Occupant Protection), TR (Traffic Records), PT (Police Traffic Services), PA (Planning & Administration), etc.

TSD Program Manager – the staff person at the TSD assigned to monitor, coordinate and oversee project and program area activities.

TSD Project Agreement - the written agreement between the NMDOT and a Grantee, under which the NMDOT agrees to provide NMDOT/ TSD funds in exchange for the Grantee's performance and completion of one or more projects supporting TSD Programs.

TSD Project Agreement Amendment - written modifications to the TSD Project Agreement executed by the appropriate parties.

Scope of Work - the measurable objectives and activities noted on the TSD Project Agreement that the Grantee agrees to perform in compliance with oversight by the TSD. The Grantee shall provide and charge only for those services outlined in TSD Project Agreement.

Statement of Certification and Assurances - a statement signed by the Governor's Highway Safety Representative providing assurances that the State will comply with the laws, regulations, etc., detailed in the statement.

STEP - Selective Traffic Enforcement Program/Project

Super Blitz – two-week period of intense statewide enforcement of DWI and Occupant Protection laws by law enforcement agencies participating in the Operation DWI and Operation Buckle Down Programs.

Supplant – to replace routine and/or existing State or local expenditures with project agreement funds and/or to use these funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or federally-recognized Indian tribal governments.

TSEE - Traffic Safety Education and Enforcement

TSD - Traffic Safety Division

Unit - a two-hour time period designated for OBD.

NEW MEXICO DEPARTMENT OF TRANSPORTATION
TRAFFIC SAFETY DIVISION

Mission Statement

The NMDOT/ TSD mission and overarching goal is 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!

TSD strives to accomplish this mission and goal by identifying traffic safety problems, and then enabling State and community leaders to develop and conduct effective programs and activities to address them. Accomplishing this is dependent on developing and maintaining partnerships and working cooperatively with partners interested in achieving the same goal.

Traffic Safety Program Areas

Program Area #	Federal Accounting Code	Title
01	AL	Alcohol/Impaired Driving
02	TR	Traffic Records
03	OP	Occupant Protection
04	PS	Pedestrian and Bicycle Safety
05	PT	Police Traffic Services
06	DE	Driver Education
07	PA	Planning and Administration
08	MC	Motorcycle Safety
09	DD	Distracted Driving

State Funds for TSD Programs

Road Fund – Used for operating expenses and specific program costs

Designated Traffic Safety Funds

CDWI - \$75.00 fee collected upon DWI conviction – Funds returned to communities for DWI enforcement and prevention programs.

DWI Prevention & Education - \$45.00 ignition interlock license fee from persons receiving an ignition interlock.

Traffic Safety Education & Enforcement (TSE&E) - \$3.00 traffic violation conviction fee.

Driver Improvement - \$25.00 paid by those sanctioned to attend Driver Improvement School (\$25.00 is a portion of the fee paid for Driver Improvement School).

Motorcycle Safety - \$2.00 license fee collected from motorcyclists – Funds used for motorcycle safety programs.

Ignition Interlock Indigent Fund – \$100.00 fee collected from those convicted of DWI, and therefore, required to install an ignition interlock. The fee is charged each year that the ignition interlock remains installed. The funds are used to assist those convicted of DWI, and deemed to be indigent, to install, lease, and remove the device.

Federal Funds for TSD Programs

Formula Funds – Amount is based on state population and road mileage (these are 402 – Highway Performance and Safety Plan funds).

Incentive Funds – Performance-based funding typically based on increased safety belt use, increased child passenger protection use, DWI legislation & programs, and developing traffic records systems.

Sanction Funds – Funds available to TSD due to State non-compliance of federal mandates, such as 164 – Minimum Penalties for Repeat DWI Offenders Transfer

Grants, Demonstration Grants, and Cooperative Agreements – funds awarded to States based on the State performing certain agreed upon projects or programs.

Innovative – Discretionary grants to states to implement plans approved by NHTSA, most recently used for increasing safety belt use rates

TSD and Grantee Management Accountability

TSD Program Management

The Traffic Safety Division (TSD) manages funds allocated to the State of New Mexico by the National Highway Traffic and Safety Administration (NHTSA), and other state and federal agencies, for various traffic safety projects. The TSD Program Manager is the Grantee Project Director's primary contact with TSD. The TSD Program Manager will oversee project activities and provide (or arrange for) technical assistance to the Grantee Project Director on issues related to the project. TSD Program Managers must verify adherence to budget restrictions prior to authorizing grantee reimbursement.

Grantee Authorizing Official

The Grantee Authorizing Official is responsible for signing the project agreement to show that the Grantee's governing body has approved the project. The Grantee Authorizing Official may delegate Grantee Project Director responsibilities to another individual within the agency. TSD must be notified in writing of the appointment of a new Grantee Project Director.

Grantee Project Director

The Grantee Project Director is responsible for administering all phases of the project agreement, submitting and maintaining required documentation, and for compliance with this manual and all applicable regulations. This is the person authorized to sign reports and reimbursement claim/s, and to handle correspondence relating to the project. Their signature on the TSD Project Agreement indicates understanding and acceptance of this responsibility. The Grantee Project Director must ensure adherence

to budgetary limitations prior to signing claims or quarterly reports. The Grantee Project Director must verify, in a timely manner, that payments are received, or notify the designated TSD Program Manager that payment has not been received.

All correspondence from the Grantee must be legible, include the project number, reflect the correct date, and be signed/approved by the Grantee Project Director. Under no circumstances will paperwork be processed by TSD without the signature of the Grantee Project Director.

Maintaining TSD Project Agreement Project File

For each TSD Project Agreement, Grantees must maintain a project file that includes documentation on all essential program activities conducted to achieve the objectives, as outlined in the TSD Project Agreement. Activities should be documented to the greatest possible extent and reported through required reporting.

a) The Project File must contain the following, as applicable:

- a signed copy or original executed TSD Project Agreement
- any TSD Project Agreement Amendments and any budget adjustments
- copies of all required reports, including any quarterly and/or annual reports
- copies of any subcontracts and any RFPs for professional services over \$20,000.00
- copies of reimbursement claims and supporting documentation
- copies of correspondence between the Grantee and TSD related to the project

b) The Grantee is required to have all project records and original documentation available and accessible for review by TSD. These documents must be on file for 3 years from the date of receipt of the final payment on the project.

c) Any agendas and sign-in sheets for meetings, handwritten notes from telephone calls, draft versions of required reports or analyses, and documented provision of technical support to individuals or groups should be on file.

d) Presentations to community groups should be documented with agendas and sign-in sheets. A note including location, date, contact person, description of the group, and content of the presentation may document less formal presentations or meetings.

e) Media used to announce project activities should be documented, and examples of media should be available, as should any newspaper articles produced about the project activities. Public information and education activities should be documented and any materials produced or used should be on file.

f) The Grantee's development of plans to achieve self-sufficiency should be documented. This includes notes of meetings, letters, or proposals to potential funding sources, including local governments.

- g) Grantees must maintain adequate levels of contact with appropriate organizations at the community, state, and/or national level. Joint activities and/or planning efforts should be documented.**
- h) Training and qualifications required by the TSD Project Agreement must be documented. Records of completion may be retained in the project file or in other files consistent with internal record keeping procedures.**
- i) Documentation on the purchase and use of equipment should be on file. If applicable, a Property Agreement and Inventory Record, and/or a TSD Loan Agreement should be on file.**

Grantee Use of Project Agreement Funds

Under no circumstances should the TSD Project Agreement funds be used for any purpose not covered or stipulated in the fully executed TSD Project Agreement and amendments. TSD Project Agreement funds may not be used to supplant (see definition on page 4).

No expenditures are to be incurred, nor reimbursement processed, *prior* to obtaining required signatures on the TSD Project Agreement. When TSD Project Agreements involve federal funds, the Grantee must comply with all applicable Certifications and Assurances (see Appendix B – State Certifications and Assurances).

The expenditures may be restricted as noted on the TSD Project Agreement (Form 1 in Appendix I). Grantees may not spend funds in categories that are not defined in the TSD Project Agreement, and may not purchase any single item valued at more than \$1,000.00, unless the item is specifically mentioned in the TSD Project Agreement. Expenditure of federal funds for items valued at \$5,000.00 or greater must be pre-approved by NHTSA in writing, and be in their TSD Project Agreement.

Total compensation *shall not exceed* the amount noted on the TSD Project Agreement, unless otherwise agreed to, in writing, by the parties during the term of the agreement (using a TSD Project Agreement Amendment, Form 2 in Appendix I). TSD Project Agreements contain project budget categories, as listed in the Reimbursement Section on page 9.

Grantee Project Directors are responsible for ensuring adherence to budgetary limitations prior to signing claims or quarterly reports. TSD Program Managers must verify adherence to these restrictions prior to authorizing reimbursement.

Allowable and Unallowable Costs

Projects funded with Federal funds through TSD Project Agreements must adhere to federal guidelines on allowable and unallowable costs.

Allowable costs include:

Project salaries and fringe benefits; Overtime

Reflective safety vest conducting a roadside survey, provided the vest is retained by the program

Safety gear—including helmets, safety vests, reflective material—for use by trainees during motorcycle training events and returned to the program after the training.

Banners or posters featuring the Click It or Ticket campaign for use at events

A television ad about the dangers of impaired driving

Flash drive containing information about the dangers of texting and driving (e.g., statistics, ideas to prevent texting while driving).

Unallowable costs include:

Purchase of land

Police uniforms, guns, etc.

Cost of construction

Clothing

Purchase of facilities

Shirts/ hats worn by participants in a press event

Office furnishings and fixtures

Food

Portable scales

Incentive awards (cash)

Mainframe computers

No supplanting

Travel for non-project persons (unless required or authorized by the TSD Director)

Use of Federal Funds for Media Costs

Media projects must be pre-approved by TSD and be in the most current Highway Safety and Performance Plan (HSPP). Paid media advertising must have an appropriate, approved traffic safety message and be applicable to the Program Area.

Media activities must be detailed in the TSD Project Agreement, including planned use of the funds, a plan for assessing the use of the funds, the amount allocated for the paid media, and any funds needed for the assessment. In their Project Final Report, the agency must describe how the paid media funds were actually used and provide assessment information concerning the paid media, as detailed below.

Mandatory Assessment Information

For paid media totaling up to \$100,000.00, the agency must provide TSD with an assessment designed to measure audience exposure to paid advertised messages, the number of airings or print ads devoted to each announcement, and the estimated size of the audience using a source appropriate for the medium being used such as Arbitron or Nielsen ratings for radio and television. Specifically, information has to be provided that answers the following:

a) How many paid airings or print ads occurred, and what was the size of the audience reached?

b) For the same messages as in a), how many free airings or print ads occurred, and what was the size of the audience reached?

For paid media totaling more than \$100,000.00, the agency must provide TSD with a more extensive assessment to measure target audience reaction. Details will be provided to agencies with these larger contracts.

Reimbursement

Funds expended by the Grantee for the purposes stated in the TSD Project Agreement Scope of Work shall be reimbursed by the TSD to the Grantee. Expenses must be incurred and paid prior to seeking reimbursement for approved project expenses, and must be incurred and paid during the project agreement period.

Payment will be made to the Grantee once a completed claim for satisfactory work completed is received and accepted by TSD, unless the Grantee receives verbal or written notice that the claim is inadequate.

The Grantee Project Director is responsible for verifying, in a timely manner, that payments are received, or for notifying TSD that payment of claims has not been received. ***NOTIFYING TSD OF PAYMENTS NOT RECEIVED IS CRITICAL***, particularly prior to the end of the project agreement year.

The Grantee must submit a separate signed claim form for ***each*** project agreement, with required documentation as noted below. Claim forms should be submitted per the instructions on the bottom of each form. ***Payment will not be processed until the appropriate claim form is completed, signed and submitted, per instructions.***

The following forms must be submitted with the claim, as appropriate for each budget category.

Personal Services:

Complete and submit a Personnel Activity Report (Form 5 in Appendix I) for each employee whose regular wages and benefits are paid completely, or in part, with TSD funds. TSD pays actual overtime based on the rates outlined in the Grantee agency's internal policies for overtime and compensatory time. Policies must be in accordance with the TSD Project Agreement. Overtime reimbursements are to include salary amount only, not any other benefits.

Non-Employee Travel:

A copy of an approved Non-Employee Travel Approval (Form 6 in Appendix I), a Non-Employee Reimbursement Request (Form 7 in Appendix I) and original receipts must be submitted to TSD for processing of payment.

Contractual Services

Complete and submit a Project Reimbursement Claim (Form 10 in Appendix I) for reimbursement of these costs, per the TSD Project Agreement.

Commodities:

Complete and submit a Project Reimbursement Claim (Form 10 in Appendix I). If the Grantee is requesting reimbursement for items costing \$1000.00 or more (per item), submit the Project Reimbursement Claim, a Property Agreement and Inventory Record (Form 3 in Appendix I), and copies of the paid invoice and check. Grantees requesting reimbursement for commodities under EE and CDWI Project Agreements need only submit a completed Project Reimbursement Claim.

Other Costs:

For overtime costs for dispatchers or court time, complete and submit the Project Reimbursement Claim for Overtime (Form 15 in Appendix I). For any other items in this category, complete and submit a Project Reimbursement Claim (Form 10 in Appendix I) for reimbursement of these costs, per the TSD Project Agreement.

Indirect Costs

Any Grantee with indirect costs budgeted must submit a copy of an approved Indirect Cost Rate Plan to the Traffic Safety Division. The Plan is necessary to reimburse for indirect costs.

Final claim for ALL budget categories:

A Project Agreement Final Report (Form 9 in Appendix I) must be received by TSD prior to, or along with, the appropriate final reimbursement claim form. Final Reports and final Reimbursement Claims must be submitted within 30 days of the TSD Project Agreement expiration date, or by no later than October 31. *Failure to do so may result in non-payment.* When the final claim is submitted, the Grantee must indicate that it is a "Final" claim by placing a check mark in the space provided on the claim form.

Supporting Documentation

The Grantee Project Director must retain documentation for all project expenditures, including copies of reports, claims, and supporting documentation submitted to TSD for reimbursement *for a period of three years from the date of the last payment.* These documents should be retained in the Grantee's Project files, and must be easily accessible and available for TSD review at any time. Failure to do so may result in the Grantee being required to repay funds disbursed by TSD.

TSD retains the right to require the submission of backup documentation from any Grantee at any time.

Supporting documentation to be kept by the Grantee Project Director includes, but is not limited to, the following list by budget category:

Personal Services:

This category includes:

salaries & benefits

in-state and out-of-state travel (includes mileage, fares, meals, lodging, etc.)

education and training
subscription and dues

Salary and Benefits – If a portion or all of an employee’s wages is paid by TSD, supporting documentation should include time and attendance records, and detail on salary and benefits paid. Official payroll records indicating the portion of time spent on accomplishing the objectives of the TSD Project Agreement must be supplied, as well.

In-State and Out-of-State Travel (mileage, fares, meals, lodging, etc.) - If such expenditures are permitted per the TSD Project Agreement, proof must be retained in the Grantee Agency’s records (travel logs, food/lodging receipts, and other appropriate documentation). Travel costs are reimbursed per the NMDOT Administrative Memorandum #902 regarding per diem and travel (see Appendix C).

Education, Training, Subscriptions, Dues - If such expenditures are permitted per the TSD Project Agreement, proof must be retained in the Grantee agency’s records (invoices, training or education certificates, and other appropriate documentation).

Contractual Services:

This category includes:

professional or consultant services
audits
printing/photocopy services
rental of meeting rooms and/or equipment
advertising

The Grantee Project Director must retain each subcontract and/or purchase document, and records of payments made to the subcontractor or service provider, in the Grantee’s Project files. A copy of the respective sub-contract for professional services **must** be sent to TSD for the TSD Project file. The subcontract will then be reviewed and approved or not approved by the appropriate TSD Program Manager and the TSD Director. Subcontract costs may include salaries and related expenses of individual consultants or consulting firms engaged in performing project objectives.

Commodities:

This category includes:

postage and mail
office supplies
public information and education materials
inventory exempt
computers and other peripherals
law enforcement equipment (approved by TSD/NHTSA)

Supporting documentation can include purchase documents, paid invoices, copies of checks, public information materials created or used to accomplish project objectives, and a listing of the location for each item purchased with TSD funds.

If applicable, a TSD Loan Agreement (Form 4 in Appendix I) and a Property Agreement and Inventory Record (Form 3 in Appendix I) must be kept as supporting documentation.

Other Costs:

This category includes:

- fees for services**
- grants and services**
- miscellaneous other expenses**

Other costs are those that can be identified specifically with a particular final cost objective, such as overtime compensation of employees (i.e. dispatcher costs or court overtime), grant administration, and the cost of materials.

ENDWI fees for services require submission of a Reimbursement Claim for ENDWI/ OBD Grants (Form 11 in Appendix I) and an ENDWI/ OBD Activity Report (Form 12 and 12.1 in Appendix I), per the TSD Project Agreement. For overtime costs for dispatchers or court time, complete and submit the Project Reimbursement Claim for Overtime (Form 15 in Appendix I).

Indirect Costs:

Grantees eligible for indirect cost reimbursement are required to maintain records of calculations of indirect costs for each claim submitted, and/or as noted in the Project Agreement. Any agency that has indirect costs budgeted must submit a copy of an approved Indirect Cost Rate Plan to the Traffic Safety Division. The Plan is necessary to reimburse for indirect costs.

Examples of indirect costs may include: certain state/local-wide central service costs, general administration of the grantee department or agency, accounting and personnel services performed within the grantee department or agency, depreciation or use allowances on buildings and equipment, the costs of operating and maintaining facilities, etc.

Property Management

“Major equipment” is considered to be equipment costing over \$5,000.00, using TSD federal funds. Major equipment purchases may occur only if such purchases are specifically authorized in the Grantee’s TSD Project Agreement, are in the Project Agreement budget, *and* TSD and NHTSA have approved the purchase.

If the Grantee wishes to have TSD fund the purchase of major equipment, the following information must be provided in their Project Proposal:

- **describe how the equipment will support the project goal and objectives**
- **show how the equipment is supporting the project or improving the Grantee’s efficiency in carrying out the project**

- detail how use of the equipment will be tracked

Before proceeding with the acquisition of major equipment, the Grantee must obtain written notification from the TSD Director stating that both TSD and the NHTSA regional administrator have formally approved the equipment purchase.

Grantees who acquire equipment costing \$1,000.00 or more (per item), using TSD funds, shall adhere to the management and disposition of the item(s) as specified in the “Terms and Conditions” section of the Property Agreement and Inventory Record (Form 3 in Appendix I) (excludes CDWI and EE Projects). Such equipment may be purchased only if it is specifically authorized in the Grantee’s TSD Project Agreement.

If equipment is acquired by TSD and loaned to a Grantee, the Grantee shall adhere to the management and disposition of the item(s) as specified in the TSD Loan Agreement (Form 4 in Appendix I).

**PROJECT REPORTS and REIMBURSEMENT CLAIMS
BY PROJECT CATEGORIES**

ENDWI/ OBD and Super Blitz
DWI NATIONAL MOBILIZATION
CLICK IT OR TICKET NATIONAL MOBILIZATION
CDWI

FTE
STEP
EDUCATION & ENFORCEMENT
UNDERAGE DRINKING PREVENTION ENFORCEMENT

ENDWI/ OBD and Super Blitz Project Agreements

Project Activity Reports and Reimbursement:

All Grantees with ENDWI or OBD Project Agreements should complete the Reimbursement Claim For ENDWI or OBD Grants and the ENDWI or OBD Activity Report(s) following each checkpoint or saturation patrol activity.

The Forms should be submitted to TSD's designee, per instructions at the bottom of the Reimbursement Claim for ENDWI or OBD Grants form, before the 10rd of the month following the month being reported (unless noted by the PM).

Other Reimbursements:

For overtime costs for dispatchers or court time (Other Costs category), complete and submit the Project Reimbursement Claim for Overtime. Submit to the Traffic Safety Division at the address listed at the bottom of the form.

To request reimbursement for training, contractual, commodities, or other items in the Other Costs category, the Grantee must submit a Project Reimbursement Claim with any supporting documentation. Submit to the Traffic Safety Division at the address listed at the bottom of the form.

For any item costing \$1000.00 or more, submit the Project Reimbursement Claim with a Property Agreement and Inventory Record and copies of the paid invoice and check.

DWI National Mobilization Project Agreements

Project Activity Reports and Reimbursement:

All Grantees with *DWI National Mobilization* Project Agreements should complete the Reimbursement Claim for ENDWI Grants and the ENDWI Activity Report.

These forms should be submitted to TSD's designee, per instructions at the bottom of the Reimbursement Claim for ENDWI or OBD Grants form within ten (10) days following the final *DWI National Mobilization* activity.

Click It or Ticket National Mobilization Project Agreements

Project Activity Reports and Reimbursement:

All Grantees with *Click It or Ticket National Mobilization* Project Agreements should complete the Reimbursement Claim for OBD/BKLUP.

These forms should be submitted to TSD's designee, per instructions at the bottom of the Reimbursement Claim for ENDWI or OBD Grants form, within ten (10) days following the final *Click It or Ticket National Mobilization* activity.

CDWI (STATE) Project Agreements

Separate training, manual and forms provided by NMDOT/ TSD staff.

FTE Project Agreements

Full-time Enforcement (FTE) Salary & Benefits and Overtime Costs – Reports and Reimbursement

To be reimbursed for salary and benefit and overtime costs, as specified in the TSD Project Agreement and budget, the Grantee must complete, sign, and submit the Personnel Activity Report, along with the Project Reimbursement Claim . These forms should be sent to the Traffic Safety Division, at least quarterly, at the address listed at the bottom of the Project Reimbursement Claim.

Travel – Forms and Reimbursement

If travel costs are incurred as part of training costs, the Grantee must complete and submit a Non-Employee Reimbursement Request This form should be submitted with the Project Reimbursement Claim sent in for training costs. Pre-approval for all in-state and out-of-state travel must be obtained by completing a Non-Employee Travel Approval and submitting it to the TSD Division Director for signature. The signed Approval is then kept on file at TSD until the Non-Employee Reimbursement Request is submitted by the Grantee.

Training, Contractual, Commodities, Other Costs, or Indirect Costs – Forms and Reimbursement

For overtime costs for dispatchers or court time, complete and submit the Project Reimbursement Claim for Overtime. Submit to the Traffic Safety Division at the address listed at the bottom of the form.

To request reimbursement for training, contractual, commodities, or other items in the Other Costs category, the Grantee must submit a Project Reimbursement Claim with any supporting documentation. Submit to the Traffic Safety Division at the address listed at the bottom of the form.

For any item costing \$1000.00 or more, submit the Project Reimbursement Claim with a Property Agreement and Inventory Record and copies of the paid invoice and check.

Project Agreement Quarterly Activity Plan

Grantees must complete and submit an electronic Quarterly Activity Plan to TSD by the 15th of the month before the upcoming quarter (i.e., October, November, December Activity Plan due by September 15). Grantees will be trained by TSD staff on how to complete and submit this report.

Project Agreement Monthly Activity Report

Grantees must complete and submit an electronic Monthly Activity Report to TSD. Grantees will be trained by TSD staff on how to complete and submit this report.

Project Agreement Final Report

Grantees may complete and submit the Project Agreement Final Report. This Final Report is to be completed and submitted to TSD no later than 30 days following the end of the TSD Project Agreement termination date, or by no later than October 31. The Final Report should be submitted with the final Project Reimbursement.

The Final Report must detail the progress made toward the project objectives, results, problems encountered, recommendations, an evaluation of the project in terms of short-term benefits to the agency, *and* an overall assessment of the advisability of including similar projects in future State Highway Safety Programs. The absence of a Project Agreement Final Report and final Project Reimbursement Claim *will* delay the processing of final claims.

STEP Project Agreements

General Requirements

All Grantees with TSD STEP Project Agreements must submit Project Agreement Quarterly Reports for the first three (3) quarters of the Project period, and a Project Agreement Final Report . The Final Report will encompass information for the 4th quarter period and summarize activities for the entire project period. No separate 4th quarter Project Agreement Quarterly Report is required (more detail provided below).

The Grantee Project Director is responsible for preparing and submitting the Project Agreement Quarterly Reports and the Project Agreement Final Report. Notices will be sent out when the reports are due, but non-receipt of the notices *does not* relieve Grantees of the requirement to submit timely reports as outlined above. Failure to submit these reports may delay the processing of claims or result in the termination of the agreement.

Traffic Enforcement Overtime – Reports and Reimbursement

The Traffic Enforcement Overtime Activity Report is for Grantee use only, to document each officer's participation in each Activity. The form is *not* sent to the TSD, but is kept in the Grantee's Project File. The information from these forms is used to complete the Traffic Enforcement Overtime Activity Summary Report.

The Traffic Enforcement Overtime Activity Summary Report provides summary information for each Activity. The Form must be completed and signed by the Grantee Agency Supervisor, and is submitted with the Project Reimbursement Claim for Overtime following each Activity. These forms should be sent to the Traffic Safety Division at the address listed at the bottom of the Project Reimbursement Claim for Overtime form, on a monthly basis.

Salary and Benefits Costs – Reports and Reimbursement

To be reimbursed for salary and benefit costs, as specified in the TSD Project Agreement and budget, the Grantee must complete, sign, and submit the Personnel Activity Report, along with the Project Reimbursement Claim. These forms should be sent to the Traffic Safety Division at the address listed at the bottom of the Project Reimbursement Claim form, on a monthly basis.

Training, Contractual, Commodities, Other Costs, or Indirect Costs – Forms and Reimbursement
For overtime costs for dispatchers or court time, complete and submit the Project Reimbursement Claim for Overtime (Form 15 in Appendix I). Submit to the Traffic Safety Division at the address listed at the bottom of the form.

To request reimbursement for training, contractual, commodities, or other items in the Other Costs category, the Grantee must submit a Project Reimbursement Claim with any supporting documentation. Submit to the Traffic Safety Division at the address listed at the bottom of the form.

For any item costing \$1000.00 or more, submit the Project Reimbursement Claim with a Property Agreement and Inventory Record and copies of the paid invoice and check.

Project Agreement Final Report

Grantees may complete and submit the Project Agreement Final Report. This Final Report is to be completed and submitted to the assigned TSD Program Manager no later than 30 days following the end of the TSD Project Agreement termination date, or by no later than October 31. The Final Report should be submitted with any final claim for reimbursement.

The Final Report must detail the progress made toward the project objectives, results, problems encountered, recommendations, an evaluation of the project in terms of short-term benefits to the agency, *and* an overall assessment of the advisability of including similar projects in future State Highway Safety Programs.

The absence of a Project Agreement Final Report *will* delay the processing of final claims.

Education and Enforcement Project Agreements

General Requirements

Grantees must complete a Project Agreement Final Report and submit it to TSD no later than 30 days following the end of the Project Agreement termination date, or by no later than October 31. The Final Report should be submitted with the appropriate final Project Reimbursement Claim Form(s), as detailed below.

The Grantee Project Director is responsible for preparing and submitting the Final Report to the assigned TSD Program Manager. A notice will be sent out when the report is due, but non-receipt of the notice *does not* relieve Grantees of the requirement to submit a timely reports as outlined above. Failure to submit this report may delay the processing of claims or result in the termination of the agreement.

Traffic Enforcement Overtime – Reports and Reimbursement

The Traffic Enforcement Overtime Activity Report is for Grantee use only, to document each officer's participation in each Activity. The form is not sent to the TSD, but is kept in the Grantee's Project File. The information from these forms is used to complete the Traffic Enforcement Overtime Activity Summary Report.

The Traffic Enforcement Overtime Activity Summary Report provides summary information for each Activity. The Form must be completed and signed by the Grantee Agency Supervisor, and is submitted with the Project Reimbursement Claim for Overtime following each Activity. These forms should be sent to the Traffic Safety Division at the address listed at the bottom of the Project Reimbursement Claim for Overtime, at least on a quarterly basis.

Salary and Benefits Costs – Reports and Reimbursement

To be reimbursed for salary and benefit costs, as specified in the TSD Project Agreement and budget, the Grantee must complete, sign, and submit the Personnel Activity Report, along with the Project Reimbursement Claim. These forms should be sent to the Traffic Safety Division at the address listed at the bottom of the Project Reimbursement form, at least on a quarterly basis.

Travel – Forms and Reimbursement

If travel costs are incurred as part of training costs, the Grantee must complete and submit a Non-Employee Reimbursement Request. This form should be submitted with the Project Reimbursement Claim sent in for training costs. Pre-approval for all in-state and out-of-state travel must be obtained by completing a Non-Employee Travel Approval and submitting it to the TSD Division Director for signature. The signed Approval is then kept on file at TSD until the Non-Employee Reimbursement Request is submitted by the Grantee.

Training, Contractual, Commodities, Other Costs, or Indirect Costs – Forms and Reimbursement
For overtime costs for dispatchers or court time, complete and submit the Project Reimbursement Claim for Overtime . Submit to the Traffic Safety Division at the address listed at the bottom of the form.

To request reimbursement for training, contractual, commodities, or other items in the Other Costs category, the Grantee must submit a Project Reimbursement Claim with any supporting documentation. Submit to the Traffic Safety Division at the address listed at the bottom of the form.

Project Agreement Final Report

Grantees must complete and submit the Project Agreement Final Report . This Final Report is to be completed and submitted to the assigned TSD Program Manager no later than 30 days following the end of the TSD Project Agreement termination date, or by no later than October 31. The Final Report should be submitted with any final claim for reimbursement.

The Final Report must detail the progress made toward the project objectives, results, problems encountered, recommendations, an evaluation of the project in terms of short-term benefits to the agency, *and* an overall assessment of the advisability of including similar projects in future State Highway Safety Programs.

The absence of a Project Agreement Final Report *will* delay the processing of final claims.

Underage Drinking Prevention Enforcement Project Agreements

General Requirements

All Grantees with TSD Underage Drinking Prevention Project Agreements must submit Project Agreement Quarterly Reports for the first three (3) quarters of the Project period, and a Project Agreement Final Report. The Final Report will encompass information for the 4th quarter period and summarize activities for the entire project period. No separate 4th quarter Project Agreement Quarterly Report is required (more detail provided below).

The Grantee Project Director is responsible for preparing and submitting the Quarterly Reports and the Final Report. Notices will be sent out when the reports are due, but non-receipt of the notices *does not* relieve Grantees of the requirement to submit timely reports as outlined above. Failure to submit these reports may delay the processing of claims or result in the termination of the agreement.

Traffic Enforcement Overtime – Reports and Reimbursement

The Traffic Enforcement Overtime Activity Report is for Grantee use only, to document each officer's participation in each Activity. The form is not sent to the TSD, but is kept in the Grantee's Project File. The information from these forms is used to complete the Traffic Enforcement Overtime Activity Summary Report (Form 14 in Appendix I).

The Traffic Enforcement Overtime Activity Summary Report provides summary information for each Activity. The Form must be completed and signed by the Grantee Agency Supervisor, and is submitted with the Project Reimbursement Claim for Overtime (Form 15 in Appendix I) following each Activity. These forms should be sent to the Traffic Safety Division at the address listed at the bottom of the Project Reimbursement Claim for Overtime, at least on a quarterly basis.

Salary and Benefits Costs – Reports and Reimbursement

To be reimbursed for salary and benefit costs, as specified in the TSD Project Agreement and budget, the Grantee must complete, sign, and submit the Personnel Activity Report, along with the Project Reimbursement Claim. These forms should be sent to the Traffic Safety Division at the address listed at the bottom of the Project Reimbursement Claim form, at least on a quarterly basis.

Travel - Forms and Reimbursement

If travel costs are incurred as part of training costs, the Grantee must complete and submit a Non-Employee Reimbursement Request. This form should be submitted with the Project Reimbursement Claim sent in for training costs. Pre-approval for all in-state and out-of-state travel must be obtained by completing a Non-Employee Travel Approval and submitting it to the TSD Division Director for signature. The signed Approval is then kept on file at TSD until the Non-Employee Reimbursement Request is submitted by the Grantee.

Training, Contractual, Commodities, Other Costs, or Indirect Costs – Forms and Reimbursement
For overtime costs for dispatchers or court time, complete and submit the Project Reimbursement Claim for Overtime. Submit to the Traffic Safety Division at the address listed at the bottom of the form.

To request reimbursement for training, contractual, commodities, or other items in the Other Costs category, the Grantee must submit a Project Reimbursement Claim with any supporting documentation. Submit to the Traffic Safety Division at the address listed at the bottom of the form.

For any item costing \$1000.00 or more, submit the Project Reimbursement Claim with a Property Agreement and Inventory Record and copies of the paid invoice and check.

Project Agreement Quarterly Reports

Grantees must complete a Project Agreement Quarterly Report and submit it to the TSD designee at the address provided on the bottom. These Quarterly Reports are due by the 10th of the month following each quarter of the Project Agreement period (Oct - Dec Report due by January 10; Jan - Mar Report due by April 10; etc.).

The Quarterly Report should discuss progress toward meeting the project objectives, problems encountered, plans for the next quarter, activities conducted to date, and a

budget summary. Copies of products produced under the TSD Project Agreement during the quarterly period should be included with the Report.

Project Agreement Final Report

Grantees must complete and submit the Project Agreement Final Report. This Final Report is to be completed and submitted to the assigned TSD Program Manager no later than 30 days following the end of the TSD Project Agreement termination date, or by no later than October 31. The Final Report should be submitted with any final claim for reimbursement.

The Final Report must detail the scope of the project, progress made toward the project objectives, results, problems encountered, recommendations, an evaluation of the project in terms of short-term benefits to the agency, *and* an overall assessment of the advisability of including similar projects in future State Highway Safety Programs.

The absence of a Project Agreement Final Report *will* delay the processing of final claims.

PROJECT AGREEMENT/ CONTRACT REIMBURSEMENT MATRIX (excludes CDWI)

<u>Type of Project Agreement/ Contract</u>	<u>Reimbursement Forms</u>	<u>Back-up Attachments</u>
ENDWI/ or OBD/ SUPER BLITZ DWI NATIONAL MOBILIZATION CLICK IT OR TICKET NATIONAL MOBILIZATION	Reimbursement Claim for ENDWI or OBD/BKLUP Grants	ENDWI or OBD Activity Reports
FTE (Full-time Enforcement)	Project Reimbursement Claim	Personnel Activity Report
STEP	Project Reimbursement Claim for Overtime Project Reimbursement Claim	Traffic Enforcement Overtime Activity Summary Report Personnel Activity Report Quarterly Reports, Final Report
Education and Enforcement	Project Reimbursement Claim for Overtime Project Reimbursement Claim	Traffic Enforcement Overtime Activity Summary Report Personnel Activity Report Final Report
Underage Drinking Prevention Enforcement	Project Reimbursement Claim for Overtime Project Reimbursement Claim	Traffic Enforcement Overtime Activity Summary Report Personnel Activity Report Quarterly Reports, Final Report
ALL TYPES OF PROJECTS/ CONTRACTS (including private sector, universities, and non-		
Personal Services	Project Reimbursement Claim	Personnel Activity Report
Equipment, Commodities, Contractual, Other Costs, Indirect Costs	Project Reimbursement Claim	If equipment costs \$1000.00 or more, send copies of paid invoice and check, and a

OT for Dispatcher or Court (Other Costs category)	Project Reimbursement Claim for Overtime	Property Agreement and Inventory Record Any supporting documentation, as required.
Travel	Non-Employee Reimbursement Request	Non-Employee Travel Approval and actual receipts

Grantee Accounting System

The Grantee agency's current accounting system will be acceptable provided that it conforms with Generally Accepted Accounting Principles (GAAP), and meets the accounting procedures required in this manual.

The Grantee is accountable and responsible for maintaining adequate records on funds received, equipment purchased, and the amount of state or local matching funds expended on the project. The accountability for matching funds must meet the required guidelines. Inability to meet the matching funds requirements may subject the Grantee agency to reimburse funds.

These records must be accessible to TSD for review at any time.

Project Monitoring, Audits, and Management Reviews

TSD Project Agreement Monitoring

TSD staff or a designee will monitor projects via on-site visits, telephone calls, correspondence, and review of required reports and source documentation for conformance with requirements. If the Grantee is called for monitoring purposes, the call may be documented.

The Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to project costs incurred, for TSD monitoring. The Grantee must make such materials available to TSD, at the Grantee's respective offices, at all reasonable times during the TSD Project Agreement period. These documents must be maintained and made available for at least three (3) years from the date of final payment of the TSD Project Agreement.

Grantee questions, problem areas, or anticipated changes to the TSD Project Agreement should be addressed with the appropriate TSD Program Manager as soon as they become apparent.

Audits

If the Grantee receives over \$500,000 in federal funding from any source, and TSD is the cognizant agency, the Grantee must provide TSD's Financial Management Unit with a copy of the Grantee's annual audit report, completed by an independent auditor. For FY2016 and forward the Federal directive is within the OMB Uniform Guidance at 2 CFR Subpart F200.500– 521 and the threshold was increased to \$750,000 or more.

The audit report should be sent within nine (9) months of the Grantee's fiscal year-end closing, unless a delay is justified. Notices will be sent out requesting the audits, but non-receipt of the notice does not relieve the Grantee of the requirement to submit the annual audit as outlined above. The audit must comply with the provisions of the Single Audit Act and corresponding amendments, and 2 CFR Subpart F200.500– 521. The TSD retains the right to also audit the Grantee at any time.

Risk Assessment

The Program Managers will conduct a risk assessment prior to awarding any federal funding to grantees. The outcome of the 2 CFR Part 200.33 (b) required pre-award risk assessment will be used to determine the appropriate monitoring. The following levels of monitoring tools may be useful to ensure proper accountability and compliance with program requirements and achievement of performance goals:

- **High risk grantees': one onsite visit in the first quarter of the FFY, followed by a second onsite visit by the second or third FFY quarters.**
- **Medium risk grantees': one onsite visit by the second or third FFY quarters**
- **Low risk grantees': one visit either onsite or ongoing during the FFY.**

NHTSA Management Reviews and Special Management Reviews

On a request basis, NHTSA may perform management reviews of federally funded traffic safety projects. These reviews would include examination of both TSD and the Grantee's records.

If examinations of records during monitoring, audits, or management reviews result in disallowance of expenditures related to a TSD Project Agreement, the Grantee Agency must inform the TSD Finance Staff Manager, and will be required to reimburse funds, as necessary.

Amending the Project Agreement

During the active period of a project, changing conditions may require that the original TSD Project Agreement be amended. If both parties consent to revising the project in some way, then a TSD Project Agreement Amendment must be executed to effect the change.

Only amendment documents approved by the NMDOT legal division are to be used to amend TSD Project Agreements. The TSD Project Agreement shall not be altered, modified, or amended except, *in writing, through the approved instrument, and as executed by the authorized parties*. Failure to comply with these conditions may result in delay of payment and/or disallowance of the project reimbursement claim.

If the Grantee wishes to only move monies between line items, the Grantee agency must provide a written request to their TSD Program Manager, and receive back a written approval. The written approval will suffice for the movement of budget monies between line items, as long as the overall budget does not change.

Termination of TSD Project Agreement

TSD Project Agreements shall terminate as noted in Effective Date and Termination of the TSD Project Agreement. If the Grantee fails to comply with any provisions of the TSD Project Agreement, either party has the option of terminating the agreement. By such termination, neither party may nullify obligations already incurred, for performance or failure of performance occurring prior to termination of the agreement.

Product of Services/Copyright

All materials developed or acquired by the Grantee shall become the property of the NMDOT and shall be delivered to the TSD prior to final payment. Nothing produced, in whole or in part, by the Grantee under this project agreement shall be the subject of an application for copyright by, or on behalf of, the Grantee. However, it is understood that some of the materials utilized in the project may have been previously copyrighted by the Grantee.

References

Statutes, regulations, and directives on the Statement of Certification and Assurances
(see [Appendix B](#))

NMDOT Administrative Directive #902 on Travel and Related Expenses (per diem)
(see [Appendix C](#))

18 NMAC 20.2, NM Traffic Safety Education and Enforcement Program
www.nmcpr.state.nm.us/nmac/

State of New Mexico, GSD, State Purchasing Division, Procurement Code Regulations
www.nmcpr.state.nm.us/nmac/

State of New Mexico Property Control Act, Chapter 15, Article 3B
<http://198.187.128.12/>

NM Public Records Act, Chapter 14, Article 2
<http://198.187.128.12/>

Fair Labor Standards Act, Title 29
www.gpoaccess.gov/uscode

Americans with Disabilities Act (ADA), Title 42
www.gpoaccess.gov/uscode

NMDOT/ TSD Web Site Resources

New Mexico Department of Transportation (NMDOT)
<http://www.nmshtd.state.nm.us>

NMDOT/ Traffic Safety Division
<http://nmshtd.state.nm.us/main.asp?secid=14474>

National Highway Traffic Safety Administration (NHTSA)
<http://www.nhtsa.gov/>

New Mexico Statewide Traffic Records System
<http://nmtrafficrecords.com>

Safer New Mexico Now
<http://www.safernm.org/>

University of New Mexico/ Division of Government Research (UNM/ DGR)
<http://www.unm.edu/~dgrint/dgr.html>

University of New Mexico/ Institute of Public Law
<http://ipl.unm.edu/>

Federal and State Funding Sources and Program Areas

Appendix A

Grant Fund	Minimum State Match	Planning and Administration	Local Benefit	Maintenance of Effort
Section 402 CFDA # 20.600	20 percent of total program costs Exempt: Indian Nations and Territories Exceptions: States using sliding scale NHTSA Order 462-6C "Matching Rates for State and Community Highway Safety Programs."	Maximum: Beginning in fiscal year 2014 and restricted to 13 percent of Federal funds received annually, Indian Nations restricted to 5 percent. Match: Minimum 50 percent, Exempt: Indian Nations and U.S. Territories Exceptions: States using sliding scale NHTSA Order 462-6C "Matching Rates for State and Community Highway Safety Programs"	At least 40 percent of Federal funds must be spent for local benefit. (23 CFR Part 1200 Appendix E) Note: Indian Nations - a total of 95 percent must be spent for tribes.	None

MAP-21-405 (b) Occupant Protection CFDA # 20.616	20 percent of total program costs Exempt Territories	None	None	State will maintain aggregate expenditures from all other sources at or above the average level of such expenditures in its fiscal years 2010 and 2011.
MAP-21-405(c) State Traffic Safety Information System Improvements CFDA # 20.616	20 percent of total program costs Exempt: Territories	None	None	State will maintain aggregate expenditures from all other sources at or above the average level of such expenditures in its fiscal years 2010 and 2011.
MAP-21-405 (d) Impaired Driving Countermeasures CFDA # 20.616	20 percent of total program costs Exempt: Territories	None	None	State will maintain aggregate expenditures from all other sources at or above the average level of such expenditures in its fiscal years 2010 and 2011.
MAP-21-405 (d) Alcohol Ignition Interlock	20 percent of total program costs	None	None	None

CFDA # 20.616	Exempt: Territories			
MAP-21-405 (e) Distracted Driving CFDA #20.616	20 percent of total program costs Exempt: Territories	None	None	None
MAP-21-405 (f) Motorcyclist Safety CFDA #20.616	20 percent of total program costs	None	None	None
MAP-21-405 (g) State Graduated Driver Licensing CFDA # 20.616	20 percent of total program costs Exempt: Territories	None	None	None
Section 154 and 164 Transfer: Alcohol (AL)- Open Container and Repeat Offender. CFDA #: 20.607	None	Ceiling: Beginning in fiscal year 2014 154/164 AL Planning and admin istration funds are restricted to 13 percent of funds received. Planning and administration funds must be declared the first year received. All unexpended balances at year end must be tracked as carried forward into planning and administration activities until expended. Planning and	AL- at least 40 percent of Federal funds must be expended for local benefit.	None

		administration costs must be directly related to Section 154 AL/164 AL purposes Match: none required		
SAFETEA-LU 405 K2 Occupant Protection CFDA # 20.602	Year Match 1-2 25 percent 3-4 50 percent 5-6 75 percent Exempt: Territories	None	None	State will maintain aggregate expenditures from all other sources at or above the average level of such expenditures in its fiscal years 2004 and 2005.
SAFETEA-LU 406 K4 Primary Belt Law CDFA # 20.609	None	Ceiling: planning and administration funds restricted to 10 percent of Federal funds received annually. Match: None	None	None
SAFETEA-LU 408 K9 Traffic Records CFDA # 20.610	20 percent of total program costs Exempt: Territories	None	None	State will maintain aggregate expenditures from all other sources at or above the average level of such expenditures in its fiscal years 2004

				and 2005.
SAFETEA-LU 410 K8 Impaired Driving CFDA # 20.601	Year Match 1-2 25 percent 3-4 50 percent 5-6 75 percent Exempt: Territories	Ceiling: funds restricted to 10 percent of funds received. Match: 50 percent Exceptions: States using NHTSA Order 462-6C and Territories.	None	State will maintain aggregate expenditures from all other sources at or above the average level of such expenditures in its fiscal years 2004 and 2005.
SAFETEA-LU 1906 K10 Prohibit Racial Profiling CFDA # 20.611	20 percent of total program costs Exempt: Indian Nations and Territories	None	None	None
SAFETEA-LU 2010 K6 Motorcyclist Safety CFDA # 20.612	None	None	None	State will maintain aggregate expenditures from all other sources at or above the average level of such expenditures in its fiscal years 2004 and 2005.
SAFETEA-LU 2011 K3 Child Safety & Booster Seats CFDA # 20.613	Year Match 1-3 25 percent 4 50 percent	None	None	State will maintain aggregate expenditures from all other sources at or above the average

				level of such expenditures in its fiscal years 2004 and 2005. Child safety seats purchases limited to 50 percent of annual award.
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State Certifications and Assurances

Appendix B

**APPENDIX A TO PART 1200 –
CERTIFICATION AND ASSURANCES
FOR HIGHWAY SAFETY GRANTS (23 U.S.C. CHAPTER 4)**

State: New Mexico

Fiscal Year: 2016

Each fiscal year the State must sign these Certifications and Assurances that it complies with all requirements including applicable Federal statutes and regulations that are in effect during the grant period. (Requirements that also apply to subrecipients are noted under the applicable caption.)

In my capacity as the Governor’s Representative for Highway Safety, I hereby provide the following certifications and assurances:

GENERAL REQUIREMENTS

To the best of my personal knowledge, the information submitted in the Highway Safety Plan in support of the State’s application for Section 402 and Section 405 grants is accurate and complete. (Incomplete or incorrect information may result in the disapproval of the Highway Safety Plan.)

The Governor is the responsible official for the administration of the State highway safety program through a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- 49 CFR Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Part 1200 – Uniform Procedures for State Highway Safety Grant Programs

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subward and Executive Compensation Reporting, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
 - Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
 - Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if:
 - (i) the entity in the preceding fiscal year received—
 - (I) 80 percent or more of its annual gross revenues in Federal awards;
 - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
 - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
 - Other relevant information specified by OMB guidance.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act

of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.
THE DRUG-FREE WORKPLACE ACT OF 1988(41 USC 8103)

The State will provide a drug-free workplace by:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - Establishing a drug-free awareness program to inform employees about:
 - The dangers of drug abuse in the workplace.
 - The grantee's policy of maintaining a drug-free workplace.
 - Any available drug counseling, rehabilitation, and employee assistance programs.
 - The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 - Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
 - Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
 - Abide by the terms of the statement.
 - Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
 - Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.
 - Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –
 - Taking appropriate personnel action against such an employee, up to and including termination.
 - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
 - Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

Instructions for Primary Certification

- 1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.**
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.**
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.**

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at www.trafficsafety.org.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

ENVIRONMENTAL IMPACT

The Governor's Representative for Highway Safety has reviewed the State's Fiscal Year highway safety planning document and hereby declares that no significant environmental impact will result from implementing this Highway Safety Plan. If, under a future revision, this Plan is modified in a manner that could result in a significant environmental impact and trigger the need for an environmental review, this office is prepared to take the action necessary to comply with the National Environmental Policy

Act of 1969 (42 U.S.C. 4321, et seq.) and the implementing regulations of the Council on Environmental Quality (40 CFR Parts 1500-1517).

SECTION 402 REQUIREMENTS

The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation. (23 U.S.C. 402(b)(1)(B))

At least 40 percent (or 95 percent, as applicable) of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or for the benefit of the political subdivision of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C), 402(h)(2)), unless this requirement is waived in writing.

The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))

The State will provide for an evidenced-based traffic safety enforcement program to prevent traffic violations, crashes, and crash fatalities and injuries in areas most at risk for such incidents. (23 U.S.C. 402(b)(1)(E))

The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State as identified by the State highway safety planning process, including:

- Participation in the National high-visibility law enforcement mobilizations;
- Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
- An annual statewide seat belt use survey in accordance with 23 CFR Part 1340 for the measurement of State seat belt use rates;
- Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
- Coordination of Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a).

(23 U.S.C. 402(b)(1)(F))

The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4))

I understand that failure to comply with applicable Federal statutes and regulations may subject State officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 49 CFR 18.12.

I sign these Certifications and Assurances based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these representations in awarding grant funds.



Signature Governor's Representative for Highway Safety

6/26/15
Date

Tom Church, Secretary
New Mexico Department of Transportation

Printed name of Governor's Representative for Highway Safety

Appendix C – NMDOT Travel Per Diem Policy

NEW MEXICO DEPARTMENT OF TRANSPORTATION

Supersedes Administrative Directive (AD) No. 902 dated October 03, 2012.

AD 902

4/10/15

AUTHORITY: 1.00 NMSA 1978, § 1-1-7 (1995); The Per Diem and Mileage Act, NMSA 1978, §§ 10-8-1 et seq.; NMSA 1978, § 30-23-3; 2.42.2 NMAC, Regulations Governing the Per Diem and Mileage Act.

TRAVEL AND RELATED EXPENSES (PER DIEM)

Tom Church, Cabinet Secretary

PURPOSE: 2.00 To establish the circumstances under which Department employees may receive reimbursement for travel expenses incurred while on official state business.

DEFINITIONS: 3.00 "Employee" means a person employed by the Department who is in either a position in the classified service, including probationary, term, temporary and career status, or an exempt service position.

3.01 "Engineer Intern" means an employee who is hired into a Civil Engineer

Basic position within the Engineer Licensure Program (ELP) with the formal approval of the ELP Committee.

3.02 "Post of Duty" means the duty station to which an employee is assigned to work by the Department, provided that for purposes of per diem, the location of assignment shall be further defined as:

3.02a The corporate limits of Santa Fe in which the General Office (G.O.) is located, or if assigned to a District Office, the corporate limits of the city in or near where the District Office is located, or if assigned to another post of duty, the corporate limits of the city in which that post of duty is located; or

3.02b If assigned to a post of duty outside the corporate limits of a city, the post of duty will be the physical location of that duty station; or **AD 902**

3.02c *For the sole purpose of establishing eligibility for per diem*, transient crew employees whose home of record is located inside their District boundary for District-based employees, or inside the State's exterior borders for G.O.-based employees, post of duty will be regarded as their home of record, subject to provisions in Sections 3.02d, 3.09 and 4.00 below, provided that this has no operational bearing on a transient crew employee's actual assigned duty station; or

3.02d *For the sole purpose of establishing eligibility for per diem*, transient crew employees whose home of record is located outside of their District boundary for District-based employees, or outside of the State for G.O.-based employees, the employee's home of record and post of duty will be evaluated as separate locations. Home of record will be evaluated as per the definition. Post of duty will be considered the corporate city limits of their District Office or the General Office as opposed to their home of record, provided that this has no operational bearing on a transient crew employee's actual assigned duty station; or

3.02e *For the purpose of establishing eligibility for per diem only*, Engineer Interns (EI's) under Phase One will have as their post of duty, during respective portions of their rotation, the General Office, a Regional Design Office, and a District Office. Per Diem will be considered eligible only when tasked to work outside the established rotational post of duty.

- 3.03** "Home of Record", *for the purpose of establishing eligibility for per diem*, means the corporate limits, if any, of the city, town, or village where an employee has established his or her legal residence, i.e., that he or she maintains or has established a dwelling where the employee incurs ongoing living expenses (for example house payment, telephone, utilities), and which the employee personally occupies when not traveling on state business. If no corporate limits exist for the dwelling, then "home of record" is defined by the location of the dwelling itself.
- 3.03a** An employee's home of record that is provided on NMDOT Form A-0847, Personal Data Update and Declaration of Home of Record, should read consistent with the employee's legal residence for purposes of voter registration, as pursuant to NMSA § 1-1-7 and NMAC 2.42.2.7; the employee's valid New Mexico driver's license, as set forth in NMAC 18.19.5; and the employee's residence for tax registration purposes, pursuant to NMAC 3.3.1.
- 3.03b** A failure to establish one home of record as set forth in sub-section 3.03a above may result in a denial of per diem based on the employee's claimed home of record, with post of duty set per sub-section 4.00c below. Failure to establish one home of record may also result in a presumed misrepresentation by the employee of his or her home of record for per diem reimbursement purposes. It will be the employee's burden to demonstrate that the claimed home of record on Form A-0847 is the actual residence of that employee. **AD 902**
- 3.03c** An employee's declared home of record, past or present, may be subject to Department or State audit.
- 3.04** "In-State" means travel within the boundaries of the State of New Mexico.
- 3.05** "Normal Work Day" means eight (8) hours within a nine (9) hour period for all public officers and employees both salaried and nonsalaried, regardless of the officers' or employees' regular work schedule, provided that pursuant to AD 606, *Employment Work Hours*, certain employees may be subjected to extended work days, and in such instances, the modified work day shall control.
- 3.06** "Out-of-State" means travel beyond the exterior boundaries of the State of New Mexico.
- 3.07** "Overnight Travel" means travel where overnight lodging is required or authorized, regardless of the number of hours traveled.
- 3.08** "Temporary Assignment" means reassignment of an employee to another post of duty other than the employee's permanent or presently-assigned post of duty.
- 3.08a** "Routine reassignment" means the periodic reassignment of post of duty as a normal requirement of the employee's terms and conditions of employment. Employees subject to routine reassignment are considered transient crew employees.
- 3.08b** "Nonroutine reassignment" means periodic reassignment of post of duty for an employee who is not normally subject to reassignment as a term and condition of his or her employment.

For nonroutine reassignments, employees who would be eligible for per diem based on the reassignment will remain eligible for the first six (6) months of their reassignment. After this time, their reassigned post of duty shall be regarded as their new permanent post of duty, unless an exception is requested by the District Engineer or Division Director responsible for the reassignment. The request will include the necessity of the reassignment, that the reassignment is temporary, and the request is

approved by the Cabinet Secretary or his/her designee.

3.09 "Transient Crew Employee" means an employee who permanently occupies a position with a transient crew in which the employee's terms and conditions of employment include routine reassignments of post of duty in a particular District for District-based employees, or throughout the State for G.O.-based employees.

3.09a Department administration is responsible for designating transient crews and particular positions in those crews as transient crew employee positions. See Section 5.00 below. Per diem reimbursement shall be done in accordance with Sub-section E of 2.42.2.8 NMAC, and as further defined by this administrative directive. **AD 902**

3.09b For the sole purpose of per diem eligibility, a transient crew employee's "post of duty" shall be distinguished from his or her assigned duty station, and shall be based on the employee's home of record, subject to sub-sections 3.02, 3.03 and 4.00 of this directive. This has no operational bearing on a transient crew employee's actual assigned duty station.

3.09c Employees who are subjected to routine travel as a term and condition of their employment, but maintain a permanent post of duty within a District or General Office facility are not considered transient crew employees, and are subject to standard rules of per diem eligibility and reimbursement.

3.10 "Travel" or "travel status" means each period of time that an employee is continuously away from his or her post of duty and home of record, a distance of at least thirty-five (35) route miles, as measured by the most direct roadway route from origin to destination, and on official business, subject to Section 3.09 above.

3.10a Travel status shall not be considered to have ended if an employee is directed to return to his post of duty by the Department or his immediate supervisor so as to conduct official business, so long as the employee does not remain at the location when not on pay status or as otherwise provided for by Section 4.09.

3.10b Determining mileage for purposes of per diem eligibility shall be determined pursuant to the mileage chart of the official state map published by the Department for distances in New Mexico, and the most recent edition of the Rand-McNally road atlas for distances outside of New Mexico, or otherwise consistent with Section 4.07 below.

DIRECTIVE: 4.00 DECLARATION OF HOME OF RECORD

4.00a An employee may have only one (1) home of record, being that location, which most closely meets the definition set forth above.

4.00a1 Employees shall submit an initial Personal Data Update and Declaration of Home of Record Form (Form No. A-0847) with support documents (as defined in Section 4.00b) upon employment.

4.00a2 Employees shall submit an updated Personal Data Update and Declaration of Home of Record Form (Form No. A-0847) with support documents (as defined in Section 4.00b) within five (5) working days of moving.

4.00a3 In conjunction with employees' annual acknowledgments of receipt and understanding, employees shall submit annually a Personal Data Update and Declaration of Home of Record Form (Form No. A-0847). Support documents shall be provided upon request. **AD 902** Page

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4.00b For purposes of complying with Section 4.00a above, employees must provide at least two (2) documents from the following list that show the employee's name and home address as support for their declared home of record. These documents are intended to support the employee's claimed home of record as defined above, and are expected to be consistent with all documents listing home of record. Additional support documents may be requested and upon request, shall be provided.

- (1) a current real property mortgage or lease agreement;
- (2) a utility bill (water, gas, electric, waste, telephone, cable or satellite bill), and not including a cellular phone bill;
- (3) a recent bank statement;
- (4) a local property tax statement;
- (5) a valid New Mexico driver's license; or
- (6) a current voter registration card.

Hand written receipts are not acceptable.

4.00c For transient crew employees, failure to provide adequate documentation and proof of home of record will result in applying the post of duty as defined in Section 3.02 above, as best indicating the location of the assigned duty station for that employee.

4.00d Any change in home of record made by an employee in his or her personal capacity that places his or her home of record beyond thirty-five (35) miles from his or her assigned post of duty shall not be entitled to per diem based on the relocation and that particular assignment, be it a permanent or temporary assignment.

4.01 IN-STATE PER DIEM.

4.01a Unless otherwise ineligible in accordance with this administrative directive, employees on an assignment requiring overnight travel shall be eligible for per diem reimbursement at the current approved per diem rate. See Appendix 1.

4.01b No per diem shall be paid to routine maintenance patrols unless the employee is temporarily assigned to an area that is thirty-five (35) miles or more from his home and post of duty.

4.01c Partial Day per Diem

4.01c1 For travel for a partial day following overnight travel, per diem shall be prorated according to the rates delineated in **Appendix 1**.

4.01c2 If an employee occasionally and irregularly travels so that the travel extends beyond the normal workday and no overnight travel is required, the employee will be reimbursed per diem according to the rates delineated in **Appendix 1**, and subject to post of duty and home of record as set forth above. **AD 902** "Occasionally and irregularly" means not on a regular basis and infrequently as determined by the Department. For example, an employee is not entitled to per diem if the employee either travels once a week or travels every fourth Thursday of the month. However, the employee is entitled to per diem if the employee either travels once a month with irregular destinations and at irregular times or travels four times a month and then does not travel again in the next two months, so long as this is not a regular pattern. Travel in this circumstance should not be confused with routine and nonroutine reassignments.

4.01c3 On the last day of travel when overnight lodging is no longer required, partial day reimbursement shall be made. See **Appendix 1**. To calculate the number of hours in the partial day, begin with the time the employee initially departed on the travel, then divide the total number of hours traveled by twenty-four (24). The

remainder constitutes those hours remaining for the partial day which shall be reimbursed.

4.01d Employees requesting per diem reimbursement for in-state per diem shall submit said request via Form A-1219, State of New Mexico Itemized Schedule of Travel Expenses. Transient crew employees requesting per diem reimbursement in the performance of their particular assignment (or reassignment) shall request reimbursement as set forth in Section 4.02 below.

4.02 Relocation Time and Per Diem for Transient Crews

4.02a Travel of transient crew employees from their home, or other non-work location, to their assigned work location prior to the beginning of the work week, and travel from their assigned work location to their home or other non-work location at the end of the workweek, is not considered official state business for purposes of compensation or per diem.

4.02b For transient crew employees, the time an employee reports for duty at their assigned work location at the beginning of the workweek shall be the point in time that begins travel status for purposes of computing travel reimbursement (per diem), unless otherwise ineligible in accordance with this administrative directive.

4.02c For transient crew supervisors who have been granted authority to commute in a state-owned vehicle by virtue of being subject to after hours and weekend emergency call back, the time they report for duty at their assigned work location at the beginning of the workweek shall be the point in time that begins travel status for purposes of computing travel reimbursement (per diem), unless otherwise ineligible in accordance with this administrative directive.

4.02d Managers and supervisors will be diligent to plan relocation to a new worksite between the end and beginning of the workweek. **AD 902**

4.02e When business necessity requires relocation to a new worksite after the first day of a workweek (for example, completing work at one worksite on a Monday and reporting to a new worksite on a Tuesday):

4.02e1 Contingent on an employee signing and receiving supervisor approval on Form No. A-1226, "Request to Use Personal Vehicle for Transient Crew Relocation," affected transient crew employees will claim one hour of work for each forty (40) map miles traveled during regular working hours. When relocation occurs after regular work hours after the first day of a workweek, "extra hours worked" will be coded on the employee's time record. Employees will be held to the same standards of conduct, administrative directives and any other work-related policy, rule or law during relocation time.

4.02e2 Employees who do not sign Form No. A-1226, will relocate on personal time, which may include traveling after work hours or requesting and receiving approval for annual leave or compensatory time taken.

4.02e3 The supervisor shall forward a copy of the signed Form No. A-1226, "Request to Use Personal Vehicle for Transient Crew Relocation" to the appropriate District of General Office payroll office for retention.

4.02f Transient crew employees requesting per diem reimbursement for in-state per diem that relates specifically to the performance of their particular assignment (or reassignment) shall submit said request via Form A-476, Operational Per Diem Certification, in addition the requested per diem reimbursement amount in SHARE, and shall do so in accordance with AD 305, *Employee Time and Attendance Reporting*.

4.02f1 For travel by transient crew employees that makes them eligible for per diem reimbursement, but not as an assignment (or reassignment) of post of duty, transient crew employees shall submit the request for reimbursement using Form A-1219, State of New Mexico Itemized Schedule of Travel Expenses, in lieu of Form A-476 and SHARE, and/or

otherwise in accordance with the policies set forth in this administrative directive.

4.03 OUT-OF-STATE PER DIEM.

4.03a An advance written approval using Form A-805, Out of State Travel Request, must be obtained by the Cabinet Secretary or designee for Out-of-State travel requests. Employees on travel status beyond the exterior boundaries of the State of New Mexico may receive out-of-state per diem according to the rates delineated in **Appendix 1**, or actual expenses in accordance with Section 4.05 below. All requests must be recorded at the Cabinet Secretary's office prior to travel. **AD 902**

4.03b Employees who request that the Department cover cost of airfare in advance for out-of-state travel, shall submit said request with Form A-805 and the applicable quote, provided that should the employee not travel, or the cost of airfare be less than requested, and payment by the Department on the employee's behalf is non-refundable to the Department, the employee shall repay the Department its expenses within five (5) work days of the change in circumstances. Failure to timely repay the Department its costs may result in disciplinary action and subjects the employee to Section 4.12 below.

4.03c Employees requesting per diem reimbursement for out-of-state per diem shall submit said request via Form A-1219, State of New Mexico Itemized Schedule of Travel Expenses.

4.04 HIGH COST AREAS.

The Department of Finance and Administration (DFA) designates certain In-State and Out-of-State areas as high cost areas. A listing of these areas and the high cost rates may be found in **Appendix 1**.

4.05 ACTUAL EXPENSES IN LIEU OF PER DIEM RATES.

4.05a An employee may be reimbursed actual expenses for lodging not exceeding the single occupancy room charge (including tax) in lieu of the per diem rates. Whenever possible, employees should stay in hotels which offer government rates.

4.05b Upon written request from an employee, the Cabinet Secretary, or designee, including upon designation, District Engineers and Division Directors, may grant prior written approval for the employee to be reimbursed for actual expenses in lieu of the per diem rate set forth in this Directive where overnight travel is required, provided that such rates shall not exceed \$215.00 per night in lodging expenses.

4.05c Employees who incur lodging expenses in excess of \$215.00 per night must obtain the the Cabinet Secretary's authorization on the travel voucher prior to requesting reimbursement and on the encumbering document at the time of encumbering the expenditure.

4.05d Actual expenses for meals are limited by NMSA 1978, Section 10-8-4(K)(2), to a maximum of \$30.00 for each twenty-four (24) hour period of in-state travel and \$45.00 for each twenty-four (24) hour period of out-of-state travel.

4.05e The employee must submit receipts for the actual meal and lodging expenses incurred. Under circumstances where the loss of receipts would create a hardship, an affidavit from the employee attesting to the expenses may be substituted for actual receipts. The affidavit must accompany the travel voucher and include the signature of the Division Director or District Engineer.

4.06 TRAVEL ADVANCES. The Cabinet Secretary, or designee, may authorize a travel advance of no more than eighty-percent (80%) of the **AD 902** Page 9

estimated travel expenses. Employees whose jobs normally require travel shall not receive a travel advance for in-state travel.

4.06a The request for travel advance shall be in writing using Form A-1185, Advance Per Diem Request, attached to the travel voucher and document the estimated travel expense requested.

4.06b Requests for travel advances shall not be processed earlier than two (2) weeks prior to travel nor later than three (3) days prior to travel unless significant savings can be realized for travel by common carrier or for registration fees for seminars and conferences by processing the request earlier.

4.06c Employees receiving travel advances shall submit a completed travel voucher documenting expenditures to the supervisor within five (5) workdays of returning from a single trip.

4.06d The employee shall refund excess travel advance payments for a single trip within five (5) work days of returning from the trip, including in instances where travel advance payments were made for travel that did not occur or did not occur as anticipated in the course of issuing the travel advance payment. No travel advances shall be provided to any employees with outstanding advances. Failure to timely repay the Department an excess travel advance payment may result in disciplinary action and subjects the employee to Section 4.12 below.

4.07 MILEAGE.

4.07a Privately-owned Vehicle. Mileage may be requested for use of an employee's privately owned vehicle in the performance of official business at the rate designated by the DFA, which may be found in **Appendix 1**, provided that the employee has made prior request to use his or her privately-owned vehicle in accordance with AD 901, *Use of Personal Vehicle*. The request must be on Form A-973, Request of Reimbursement for Use of Personal Vehicle, and be attached to the reimbursement voucher.

4.07b Mileage for privately-owned vehicle use shall be determined pursuant to:

4.07b1 the mileage chart of the official state map published by the Department for distances in New Mexico, and the most recent edition of the Rand-McNally road atlas for distances outside of New Mexico; or

4.07b2 actual mileage, if the beginning and ending odometer reading is certified as true and correct by the employee; and

4.07b2.1 the destination is not included on the official state map; or

4.07b2.2 at the destination or destinations of the employee, the employee was required to use **AD 902**

the private conveyance in the performance of official duties.

4.07c Privately-owned Aircraft. Mileage may be reimbursed for use of a privately-owned aircraft when in receipt of written authorization by the Cabinet Secretary or designee for use in the performance of official business at the rate designated by the DFA, which may be found in **Appendix 1**, provided that the employee has made prior request to use his or her privately-owned aircraft using as guidance AD 901, *Use of Personal Vehicle*.

4.07d Mileage accrued in the use of a privately-owned aircraft shall be reimbursed at the rate set forth in this section as follows:

4.07d1 pursuant to the New Mexico Aeronautical Chart published by the Department's Aviation Division for distances in New Mexico, and other states' air maps for distances outside of New Mexico, or most current Sectional Aeronautical Chart(s) published by the National Oceanic and Atmosphere Administration.

4.07d2 pursuant to actual air mileage if certification is provided by the pilot, or a beginning and ending reading of actual mileage if the reading is certified as true and correct by the employee, and the destination is not included on an air map.

4.07e Reimbursement Limit for Out-of-state Travel. Total mileage reimbursement authorized for out-of-state travel shall not exceed the lowest available, round-trip coach class commercial airfare for all employees traveling on official business in the vehicle

4.07f Additional Mileage Provision. The Cabinet Secretary may authorize in writing reimbursement for mileage from a point of origin farther from the destination than the designated post of duty in appropriate circumstances. If official business is transacted while commuting from home of record to post of duty, or from post of duty to home of record, mileage shall not be paid for the number of miles between post of duty and home of record. Odometer readings showing additional miles traveled for official business must be provided to the Department for payment.

4.07g Insurance Claims involving Privately-owned Vehicles. An employee involved in an accident while using a privately-owned vehicle or privately-owned aircraft and has been authorized to do so for official business must file a claim with the insurance carrier providing coverage on the vehicle or aircraft before a determination of the State's insurance coverage can be made.

4.08 REIMBURSEMENT FOR OTHER EXPENSES.

4.08a Employees may be reimbursed for the following actual expenses in addition to per diem: **AD 902**

4.08a1 Receipts not required. Employees may be reimbursed without receipts, during in-state or out-of-state travel, for:

4.08a1 (i) taxi or other transportation fares at the destination of the traveler;

4.08a1 (ii) parking fees; and

4.08a1 (iii) gratuities (for out-of-state travel only), in an amount of \$6.00 per day, not to exceed a total of \$30.00 per trip.

When reimbursement for expenses without receipts is requested, the employee must report, in detail by day, and certify the actual expenditures up to \$6.00 per day. If more than \$6.00 per day or \$30.00 per trip is claimed, the entire amount of the reimbursement claim must be accompanied by receipts.

4.08a2 Receipts Required. Employees may be reimbursed for the following expenses provided that receipts for all such expenses are attached to the reimbursement voucher:

4.08a2 (i) actual costs for travel by common carrier, provided such travel is accomplished in the most economical manner practical;

4.08a2 (ii) rental cars or charter aircraft, provided less expensive public transportation is not available or appropriate;

4.08a2(iii) registration fees for educational programs or conferences, provided that if the fee includes lodging or meals, then no per diem shall be paid and only actual expenses paid by the employee and not included in the fee shall be reimbursed within the limits of DFA Rule 2.42.2 NMAC; and

4.08a2 (iv) professional fees or dues that are beneficial to the Department's operations.

4.08b Under circumstances where the loss of receipts would result in the denial of reimbursement and create a hardship, an affidavit from the employee attesting to the expenses may be substituted for actual receipts. This affidavit must accompany the travel voucher and include the signature of the Cabinet Secretary.

4.09 PER DIEM IN CONJUNCTION WITH OTHER LEAVE

4.09a While on travel status, if an employee becomes sick and uses annual leave, sick leave or leave without pay for more than four (4) hours of the normal work day, per diem shall not be allowed for that day unless authorized in writing by the Division Director or District Engineer. **AD 902** Page 12

- 4.09b** While on overnight travel status, if an employee is authorized to use sick, annual or leave without pay for four (4) or fewer hours of the normal work day, and remains at least thirty-five (35) miles away from home of record and post of duty, no adjustment to per diem reimbursement is required.
- 4.09c** An employee who is on per diem status while on Department business and who comes within thirty-five (35) miles of his home of record or post of duty, while on any type of leave status or after work hours, must adjust the per diem claim to reflect the period of time the employee is no longer at least thirty-five (35) miles away from post of duty and home of record.
- 4.09d** An employee's failure to adjust requests for per diem reimbursement due to leave or proximity to home of record (or post of duty that result in unauthorized per diem reimbursement may constitute misrepresentation. In any event, the employee shall repay the Department excess or unauthorized reimbursement within five (5) work days of receipt of the reimbursement. Failure to do so may result in disciplinary action and subjects the employee to Section 4.12 below.

4.10 OTHER RESTRICTIONS

4.10a Except with the approval of the Cabinet Secretary, no employee shall be reimbursed for more than thirty (30) days of per diem in any fiscal year for attending educational or training programs.

4.10b Any employee who is reimbursed for per diem in an amount that singly or in the aggregate exceeds \$1,500 in any one year shall not be entitled to further per diem reimbursement until the employee furnishes in writing to the Cabinet Secretary, or from the Cabinet Secretary to the Governor, an itemized statement on each separate instance of travel covered within the reimbursement, the place to which traveled and the Department purpose served by the travel, provided:

4.10b (1) For transient crew employees, written record of temporary assignment to post of duty or other authorized travel, accompanied by per diem reimbursement forms identified in Sections 4.02, 4.03 and 4.07 above, and authorization of transient crew employee status pursuant to Section 5.00 below, shall serve collectively as itemized statements for per diem in excess of \$1,500 in any one year.

4.11 DEPARTMENT ENFORCEMENT

4.11a The employee shall have the primary obligation for the accuracy of travel reimbursement claims.

4.11b The immediate supervisor shall be responsible for endorsing the travel expenditure reimbursement request in accordance with the **AD 902**

per diem statutes, rules, regulations and directives to the best of his or her factual knowledge.

4.11c The Department reserves the right to take such actions as it deems appropriate to insure per diem reimbursement is not being abused.

4.11d Employees will not be paid per diem if their conduct is unreasonably designed to qualify them for per diem.

4.11e Misrepresentation or falsification of a travel expenditure reimbursement request, including falsification of the Declaration of Home of Record form, may constitute a fourth degree felony which may result in criminal charges. Misrepresentation or falsification may result in disciplinary action and subjects the employee to Section 4.12 below.

4.12 PER DIEM OVERPAYMENT REPAYMENT PENALTY.

4.12a An employee who mistakenly reports and/or receives payment in excess of the amount allowed by the Per Diem and Mileage Act, DFA regulation and this administrative directive, including instances where an employee is not entitled to per diem in the amount requested, or for travel advance and airfare expense made in excess for travel that did not occur or as anticipated, shall repay the

Department in an amount equal to the excess payment, or otherwise initiate said repayment through garnishment of wage, and do so within five (5) work days of receipt of excess payment or upon being informed by the Department of its notice of excess payment.

4.12b An employee who knowingly authorizes or who knowingly accepts payment in excess of the amount allowed by the Per Diem and Mileage Act, DFA regulation and this administrative directive, including instances where an employee is not entitled to per diem in the amount requested, or for travel advance and airfare expense made in excess for travel that did not occur or as anticipated, is liable to the State in an amount that is twice the excess payment, and shall repay the Department in an amount equal to twice the excess payment, or otherwise initiate said repayment through garnishment of wage, and do so within five (5) work days of receipt of excess payment or upon being informed by the Department of its notice of excess payment.

4.12c Failure to remit or repay the Department excess, inappropriate or otherwise unauthorized payment received by the employee may subject the employee to disciplinary action up to and including dismissal, impact future employment opportunities with the Department and the State, result in the matter being forward to the Office of the Attorney General and State Auditor for further action, and/or result in garnishment of the employee's wages. **AD 902**

4.13 DFA APPROVAL.

This administrative directive, insofar as adopting special policies pertaining to payment of per diem rated for temporary assignments, is subject to the annual approval of the DFA Secretary.

PROCEDURES 5.00 PROCEDURES FOR ANNUAL ACKNOWLEDGMENT OF TRANSIENT CREW EMPLOYEE STATUS.

5.00a Annual Approval. The NMDOT shall maintain record concerning all transient crew status positions. On an annual basis, prior to the coming fiscal year, and no later than June 25th of each fiscal year, every District and General Office bureau who possesses transient crew positions shall submit for approval to the Cabinet Secretary or his/her designee, Form A-1318, Annual Agency-Approved Transient Staff Report, that identifies all transient crew positions in the District or General Office bureau, whether each position is vacant or occupied, and if occupied, by whom.

5.00b Record Retention. In addition to annual approval as set forth above, each District or General Office bureau shall retain readily recoverable information pertaining to each transient crew status position that identifies that position as a transient crew status position, including but not limited to terms and conditions of employment for each position, as well as a record of assignments for each transient crew employee that identifies location and duration of assignment, and whether said assignment is or is not subject to per diem reimbursement.

5.01 PROCEDURES REGARDING THE TRAINING ACADEMY.

5.01a Division Director/District Engineer:

5.01a (1) Determines eligibility for per diem based on home of record and post of duty.

5.01a (2) Authorizes per diem for weekends if training academy class is two (2) weeks long.

5.01b Employee Trainee: Department employees may be authorized up to eighty (80%) percent of estimated travel expenses upon written request in

accordance with DFA Rule 2.42.2 NMAC, "Regulations Governing the Per Diem and Mileage Act".

5.01c Division Director/ District Engineer: Travel advance payment for Department employees shall be the responsibility of the appropriate Division or District.

5.01d Academy Staff: Maintains a daily attendance roster for each class recording employee's organizational unit and employee SHARE number.

5.01e Employee Trainee:

5.01e (1) Signs the daily attendance class roster. **AD 902**

5.01e (2) Reimburses Department any travel advance payment for non-attendance.

5.01f Academy Director: Verifies and signs class roster upon completion of class and submits a copy to each District Engineer along with a list of employees who were scheduled but did not attend the class.

5.01g Division Director/District Engineer: Verifies that the trainee attended the scheduled class and approves per diem payment or per diem balance payment if a travel advance payment had been issued.

CROSS

REFERENCE: 6.00 AD 305, Employee Time & Attendance Reporting

AD 628, Code of Conduct

AD 629, Engineer Licensure Program

AD 901, Use of Personal Vehicle

FORMS 7.00 A-0476, Operational Per Diem Certification

A-0805, Out of State Travel Request

A-0847, Personal Data Update and Declaration of Home of Record

A-0973, Request of Reimbursement for Use of Personal Vehicle

A-1185, Advance Per Diem Request

A-1219, State of New Mexico Itemized Schedule of Travel Expenses

A-1226, Request to Use Personal Vehicle for Transient Crew Relocation

A-1318, Annual Agency-approved Transient Staff Report **AD 902** Page 16

DESCRIPTION Regular	IN-STATE		Regular	OUT-OF-STATE	
	High Cost **			High Cost ***	
Partial Day Per Diem Rate:					
1. Less than 2 hours occasional and irregular travel beyond normal work day	None	None	None	None	None
2. Minimum of 2 hours but less than 6 hours occasional and irregular travel beyond normal work day	*12.00	*12.00	*12.00		N/A
3. Minimum of 6 hours but less than 12 hours occasional and irregular travel beyond normal work day	*20.00	*20.00	*20.00		N/A
4. Minimum of 12 hours occasional and irregular travel beyond normal work day	*30.00	*30.00	*30.00		N/A
Overnight Travel:					
5. Per Diem Rate	85.00	135.00	115.00		N/A
Return from Overnight Travel:					
6. Return travel following completion of last 24 hour period involving overnight lodging expense less than 2 hours	None	None	None	None	None
minimum of 2 hours but less than 6 hours	12.00	12.00	12.00	12.00	12.00
minimum of 6 hours but less than 12 hours	20.00	20.00	20.00	20.00	20.00
minimum of 12 hours but less than 24 hours	30.00 .45 per mile .88 per mile	30.00 .45 per mile .88 per mile	30.00 .45 per mile .88 per mile	30.00 .45 per mile .88 per mile	30.00 .45 per mile .88 per mile
Personal Vehicle Mileage Reimbursement Rate					
7. Personal vehicle approved for state business					
8. Personal aircraft approved for state business					
* Only for occasional and irregular travel					
** In-State					

Appendix D – Acronym Reference Chart

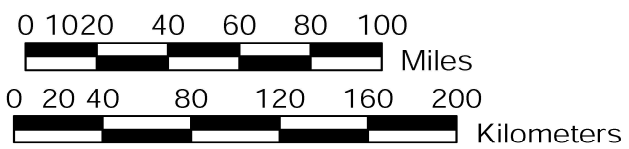
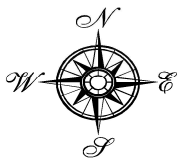
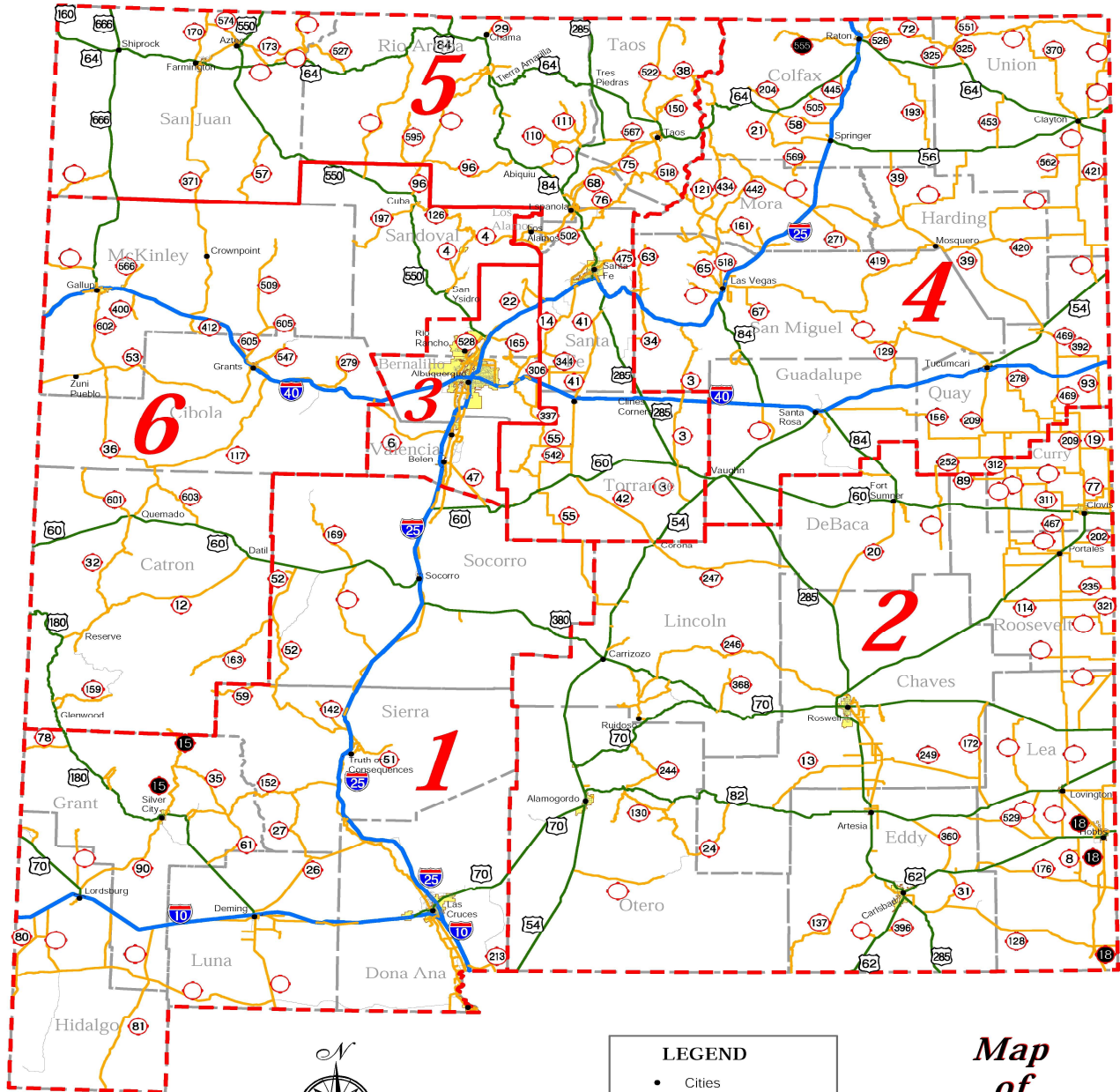
AAA	American Automobile Association
ACTV	Activity
ADMIN	Administrative
AGFA	Agency Federal Aid (Screen 1)
AGF2	Agency Federal Aid (Screen 2)
AGY	Agency
AL	Alcohol
ALR	Administrative License Revocation
AOC	Administrative Office of the Courts (State)
APD	Albuquerque Police Department
APPR	Appropriation
BAC	Blood Alcohol Concentration
BAIID	Breath Alcohol Ignition Interlock Device
BPE	Bicycle, Pedestrian, Equestrian Committee
CAAC	Cooperative Agreement Advisory Committee
CBAL	Cash Balance
CLOT	Click It or Ticket
CDWI	Community DWI
CDL	Commercial Driver's License
CFDA	Catalog of Federal Domestic Assistance
CFR	Code of Federal Regulations
CODES	Crash Outcome Data Evaluation System
COSAP	Campus Office of Substance Abuse Prevention
CR	Child Restraint
CYFD	Children, Youth, and Families Department
DE	Driver Education
DFA	Department of Finance and Administration (State)
DGR	Division of Government Research (UNM)
DI	Driver Improvement
DOC	Document
DOH	Department of Health (State)
DOT	Department of Transportation (Federal)
DPE	DWI Prevention and Education
DPS	Department of Public Safety (State)
DRE	Drug Recognition Expert
DUI	Driving Under the Influence
DWI	Driving While Intoxicated, or Driving While Impaired
EE	Education and Enforcement
EFT	Electronic Fund Transfer
EMS	Emergency Medical Services
ENF	Enforcement
EOP	End of Period

ESUM	Expense Budget Summary
FA	Fixed Asset
FAIT	Federal Aid Inference
FARS	Fatality Analysis Reporting System
FGID	Reporting Category Document ID Prefix Table
FHWA	Federal Highway Administration (under DOT)
FM	Federal Aid Master
FMCSA	Federal Motor Carrier Safety Administration (under DOT)
FMIS	Financial Management Information System
FND	Funding Source
FS	Financial Specialist
FT	Fixed Asset Transfer
FY	Fiscal Year (State/July-June, Federal/October-September)
GDL	Graduated Drivers Licensing
GFS	Grant Financial Worksheet, or Grant Fund Status
GO	(NMDOT) General Office
GR	Governor's Representative
GTS	Grant Tracking System
HE	Hazard Elimination (Open Container Law)
HSP	Highway Safety Plan
ID	Impaired Driving
IN	Innovative Funds
IPL	Institute of Public Law (UNM)
IT	Information Technology
J3	Child/Passenger Protection Incentive Fund
J8	Alcohol Incentive Fund
JEC	Judicial Education Center
JID	Judicial Information Division (AOC)
JV	Journal Voucher
LDWI	Local DWI
LEA	Law Enforcement Agency
LEL	Law Enforcement Liaison
MADD	Mothers Against Drunk Drivers
MC	Motorcycle Safety and Training
MMUCC	Model Minimum Uniform Crash Criteria
MVD	Motor Vehicle Division (State)
MVM	Motor Vehicle Miles Traveled
	National Association of Governor's Highway Safety
NAGHSR	Representatives
NETS	Network of Employees for Traffic Safety
NHTSA	National Highway Traffic Safety Administration (under D.O.T.)
NM	New Mexico
NMDOT	New Mexico Department of Transportation
NSC	National Safety Council
OBD	Operation Buckle Down
OBJ/CLS	Object/Class
ENDWI	Operation DWI

OMB	Office of Management and Budget (Federal)
OP	Occupant Protection
OPBUD	Operating Budget
OPPH	Open Purchase Order Header Table
ORGN	Organization
P&A	Planning and Administration
PA	1) Price Agreement or Project Agreement
	2) Planning and Administration (NHTSA Program Area Code)
PASM	Summary
PAVC	Price Agreement Vendor/Commodity
PED	Pedestrian
PI&E	Public Information and Education
PM	Paid Media
PO	Purchase Order
PP	Planned Projects
PR	Purchase Request
PS	Pedestrian/Bicycle Safety
PSA	Public Service Announcement
PT	Police Traffic Services
PV	Payment Voucher
REVB	Revenue Budget
RF	Road Fund
ROB	Reallocation of Budget
RPM	Regional Program Manager
RS	Roadway Safety
RX	Requisition
SA	Safe Communities
SADD	Students Against Drunk Driving
SAFETEA-	Safe, Accountable, Flexible, Efficient Transportation Equity Act:
LU	A Legacy for Users (replaces TEA-21 federal funding)
SC	1) Service Contract
	2) Speed Control (NHTSA Program Area Code)
SFPD	Santa Fe Police Department
SFST	Standardized Field Sobriety Tests
SID	Special Investigations Division
SLD	Scientific Lab Division
STEP	Selective Traffic Enforcement Program/Project
STO	State Treasurer's Office
STRCC	Statewide Traffic Records Coordinating Committee
SUSF	Document Suspense File Inquiry
TEA-21	Transportation Equity Act for the 21st Century
TR	Traffic Records
TS	Traffic Safety
TSD	Traffic Safety Division
TSE&E	Traffic Safety Education and Enforcement
TSGN	Traffic Safety Grant None Participating
TSGP	Traffic Safety Grant Participating (NHTSA)

TSI	Traffic Safety Institute
TSPP	Traffic Safety Grant Participating (FHWA)
UNM	University of New Mexico
US	United States
USA	United States of America
UVC	Uniform Vehicle Code
VNAM/VEND	Vendor Name/Vendor Code
YA	Youth Alcohol

Appendix E – NM District Map



LEGEND

- Cities
- Local Roads
- Interstate
- US
- NM
- Other Roads
- - - County Line
- - - Highway District Line
- Incorporated Cities

Map of NEW MEXICO

Prepared By:



G:\PROJECTS\BASE_MXDS\HWYDIST02ASZ.MXD
10/29/02

Appendix G – TSD Personnel Contact Information



TRAFFIC SAFETY DIVISION

Name	Phone #	Cell Phone	Email
Michael Sandoval		505-231-1826	Michael.Sandova1@state.nm.us
Administration			
Staff Manager			
Cindy Abeyta	505-827-0490	505-490-2637	Cindy.Abeyta@state.nm.us
Clarice Marien	505-827-2498		ClariceL.Marien@state.nm.us
Venus Howley		505-469-6744	Venus.Howley@state.nm.us
Bus Ops Spec A		505-795-0545	
Project Management			
David Lapington		505-231-0893	David.Lapington@state.nm.us
Kim Wildharber		505-490-1121	Kimberly.Wildharber@state.nm.us
Judith Duran	505-827-0486	505-795-2017	Judith.Duran@state.nm.us
Rey Martinez		(505) 231-6784	rey.martinez@state.nm.us
Thomas Lujan		505-629-3762	Thomas.Lujan1@state.nm.us
Jeff Culin		505-670-7604	jeffrey.culin@state.nm.us
Carmelita Chavez	(505) 827-5255	(505) 629-3770	Carmelita.Chavez@state.nm.us
Dave Martinez		505-629-3499	Dave.martinez@state.nm.us
Kariann Blea		505-660-1906	Kariann.Blea1@state.nm.us
Anthony Apodaca	505-827-5225	505-490-1146	anthony.apodaca@state.nm.us
Traffic Records			
Santiago (jimmy) Montoya	505-827-5552	505-660-0511	Santiago.Montoya@state.nm.us
Sophia Roybal- Cruz	505-827-5257	505-629-7637	sophia.roybal-cruz@state.nm.us
Rosa Manning	505-827-0486		rose.manning@state.nm.us
Jason Lujan			jason.lujan2@state.nm.us
Ignition Interlock Program			
Franklin Garcia	505-827-3200	505-490-0890	Franklin.Garcia@state.nm.us
Marcellus & Lauren	505-827-0427		Marcellus.Davis@state.nm.us Lauren.Vigil@state.nm.us
Paula Gonzales	505-827-5177		paula.gonzales@state.nm.us
Jolyn Sanchez	505-827-1687	505-795-2407	Jolyn.Sanchez@state.nm.us
Cora Herrera	505-827-0456	505-490-1183	Cora.Herrera@state.nm.us
Jonathan Fernandez	505-827-5562	505-469-2736	JonathanM.Fernandez@state.nm.us
Juliet Armijo	505-827-1425	505-470-8358	Juliet.Armijo@state.nm.us

Appendix H – Proposals for Traffic Safety Projects

Introduction

State agencies and other organizations interested in traffic safety issues may submit project proposals to TSD at any time during the year. If received late in the fiscal year, proposals will be used by the TSD in the development of the State Highway Safety and Performance Plan (HSPP) for the next fiscal year. If a project proposal is requesting to be implemented in the current fiscal year, the TSD will consider the request based on available time and budget. If the project is accepted and implemented in the current fiscal year, the current HSPP will be updated accordingly.

Description and Content

Traffic safety project proposals are written documents in a specified format. The document contains three major parts: project administrative information, the project description, and budget information.

The project administration information includes:

- ◆ project title
- ◆ proposing agency or organization identification
- ◆ project period
- ◆ project year
- ◆ amount of federal funds requested

The recommended project description includes:

- ◆ a problem identification statement, including documentation of data
- ◆ a project plan, which includes:
 - ◆ a problem solution
 - ◆ an objective statement
 - ◆ performance goals (that would respond to the goals of the State's Performance Plan)
 - ◆ performance indicators
 - ◆ an action plan
 - ◆ evaluation criteria

The budget information includes a breakdown of estimated costs, including personnel services, contractual services, commodities, indirect costs, and other costs.

Submitting the Project Proposal

Project proposals are announced in the *State Register*, and are accepted all year by the Traffic Safety Division. However, TSD encourages that proposals be submitted by June 30th of each year to be considered for Federal Funding (beginning October 1). Each project proposal should be complete with all pertinent information and supporting documentation.

Completed project proposals should be mailed or hand delivered to the NMDOT Traffic Safety Division at:

NMDOT Traffic Safety Division

**Attn: TSD Director
P. O. Box 1149
Santa Fe, New Mexico 87504**

For additional information on the NM Highway Safety and Performance Plan or the Traffic Safety Division, visit our web site at <http://www.nmshtd.state.nm.us> (go to Traffic Safety Division on the Site Map)

Appendix I – Forms Examples

SAMPLE TSD PROJECT AGREEMENT
TSD PROJECT AGREEMENT AMENDMENT
PROPERTY AGREEMENT AND INVENTORY RECORD
TSD LOAN AGREEMENT

NON-EMPLOYEE TRAVEL APPROVAL
NON-EMPLOYEE REIMBURSEMENT REQUEST

PROJECT AGREEMENT FINAL REPORT

REIMBURSEMENT CLAIM FOR ENDWI GRANTS
ENDWI ACTIVITY REPORT
ENDWI ACTIVITY REPORT (Continuation)

REIMBURSEMENT CLAIM FOR OBD BKLUP GRANTS

TRAFFIC ENFORCEMENT 100 DAYS OVERTIME REPORT
TRAFFIC ENFORCEMENT 100 DAYS OVERTIME ACTIVITY

REIMBURSEMENT CLAIM for STEP OVERTIME
REIMBURSEMENT CLAIM for STEP OVERTIME ACTIVITY

REIMBURSEMENT CLAIM FOR DNTXT OVERTIME
REIMBURSEMENT CLAIM FOR DNTXT OVERTIME ACTIVITY

CONTRACT NUMBER: _____

Grant agreement

This grant agreement is between the New Mexico Department of Transportation (the “Department”) and <<Grantee name>> (the “Grantee”). The Department and the Grantee agree as follows:

Award. The Department hereby awards the Grantee funding for the following projects:

End Driving While Impaired (“ENDWI”), Project No. 16-AL-<<Insert>>, \$<<Insert>>;

Buckle Up (“BKLUP”)/Click It or Ticket (“CIOT”), Project No. 16-OP-<<Insert>>, \$<<Insert>>;

Selective Traffic Enforcement Program (“STEP”), Project No. 16-ST-<<Insert>>, \$<<Insert>>;

100 Days and Nights of Summer (“100 Days”), Project No. 16-DS-<<Insert>>, \$<<Insert>>; and

Distracted Driving (“DNTXT”), Project No. 16-DD-<<Insert>>, \$<<Insert>>.

Scope of Work. The Grantee shall perform the professional services stated in the following exhibits: ENDWI, exhibit A; BKLUP/CIOT, exhibit B; STEP, exhibit C; 100 Days, exhibit D; and DNTXT, exhibit E.

Payment. To be reimbursed for eligible expenses, the Grantee must submit timely, properly prepared reimbursement requests as provided in the Department’s Traffic Safety Bureau Financial Management 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.

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 three years from the date of submission of the final reimbursement request. 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.

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.

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.

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;

if sufficient appropriations and authorizations are not made, this agreement will terminate upon written notice by the Department to the Grantee; and 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.

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;

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.);

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

those sections in exhibit F labeled "applies to subrecipients as well as states."

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:
<<City or County>>
Attn: _____
_____, NM _____

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.

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.

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.

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

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 September 30, 2016, unless earlier terminated as provided in section 6 or section 7.

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.

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

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

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.

Disadvantaged Business Enterprise. The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be

treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

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

DEPARTMENT OF TRANSPORTATION

Date: _____, 2015

By:
Cabinet Secretary or Designee

<<Grantee's name>>

Date: _____, 2015

By:
Title:

Approved as to form and legal sufficiency.

Date: _____, 2015

By:
Assistant General Counsel
Department of Transportation

Approved as to form and legal sufficiency.

Date: _____, 2015

By:
Counsel for <<Grantee's

name>>

Exhibit A

scope of work, Training, reimbursement and reporting

END DRIVING WHILE IMPAIRED (“ENDWI”) Project Number: 16-AL-

<<Insert>>

1. Scope of Work. The Grantee shall conduct sobriety checkpoints and saturation patrols in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee’s Operational Plan. Sobriety checkpoints and saturation patrols shall be accompanied by public information, media and educational activities. Sobriety checkpoints must be staffed by at least <<Insert>> officers and must last at least <<Insert>> hours. Saturation patrols must include at least 2 officers working at the same time in the same area. The Department recommends that saturation patrols last at least 4 hours. Optimally, the Grantee will conduct <<Insert>>sobriety checkpoints and <<Insert>> saturation patrols during the Superblitz Period, 3 Mini Superblitz Periods, and the Driving Under the Influence Crackdown Period and <<Insert>> sobriety checkpoints and <<Insert>> saturation patrols during the Expanded Enforcement Period.

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

“Winter Superblitz Period” means November 13, 2015 to January 3, 2016.

“St. Patrick’s Day Mini Superblitz Period” means March 11 to March 18, 2016.

“Cinco de Mayo May Mini Superblitz Period” means May 2 to May 8, 2016.

“Fourth of July Mini Superblitz Period” means July 1 to July 6, 2016.

“Driving Under the Influence Crackdown Period” means August 19 to September 5, 2016.

“Expanded Enforcement Period” means anytime other than the Superblitz, Mini Superblitz, and Driving Under the Influence Crackdown periods.

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

“Operational Plan” means a plan based on current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

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

shall keep documentation of training and provide the Department with a list of certified officers on request.

4. Reimbursement. The Department will pay the Grantee for the actual cost of the checkpoints. Claims for payment must specify officers' actual hourly rate of overtime pay (hourly rate X 1.5); the Department will not pay any amount in excess of that rate. 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) overtime pay for officers conducting traffic safety enforcement in high crash locations or safety corridors identified in data compiled by local, state or federal government agencies, and in targeted locations;
- (2) attendance at court hearings directly related to arrests made while participating in the ENDWI program; and
- (3) administrative costs, including overtime costs for officers or civilian employees to dispatch or process paperwork directly related to the project, up to 10 percent of the total monthly claim amount.

Reporting. The Grantee must submit activity reports on the same schedule as claims for payment (as provided in section 3 of the agreement), using the activity report form provided unless otherwise directed by the Department. Activity reports must include location of activity, dates worked, start time, end time, total hours worked, names of officers, overtime rate, number of officers participating, total amount paid, public information and education activities, and type of citation issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department within 10 days of the issuance of the citation or citations. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, § 66-7-207.

Funding. The Department expects the funding source to be 23 U.S.C. § <<Insert>> and the Catalog of Federal Domestic Assistance (CFDA) number to be 20. <<Insert>>. However, both funding source and CFDA number are subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	\$<<Insert>>
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$<<Insert>>

Goals. The Department's performance goals for the state are to reduce alcohol-impaired fatalities by 14 percent from 105 in 2013 to 90 in 2016. (FARS)

Equipment. The Grantee may only purchase equipment under this agreement with prior approval of the Department. The Grantee may purchase the following equipment: <<Add equipment here or remove

highlighted items if no equipment is included.>> The Grantee shall track, retain and keep equipment acquired under this agreement in operation for highway safety purposes until the Department provides the Grantee with disposition instructions.

**SCOPE OF WORK, TRAINING, REIMBURSEMENT AND REPORTING
BUCKLE UP (BKLUP) and CLICK IT OR TICKET (“CIOT”) Project Number:
16-OP-<<Insert>>**

1. **Scope of Work.** The Grantee shall participate in individual and/or joint police agency statewide highly publicized occupant protection activities including day and nighttime enforcement activities conducted in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee’s Operational Plan. The Grantee shall also participate in education programs, teen seatbelt enforcement, local media efforts, and other special awareness activities. Optimally, the Grantee will conduct <<Insert>> hours of enforcement activities during the Superblitz Period and Mini Superblitz Periods, and <<Insert>> hours of enforcement activities during the National Occupant Protection Mobilization Click It or Ticket Period, and <<Insert>> hours of enforcement activities during the Expanded Enforcement Period. Law enforcement agencies are encouraged to schedule enforcement in conjunction with special events or times when they will obtain the greatest effect from increased manpower.

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

“Winter Superblitz Period” means November 13, 2015 to January 3, 2016.

“St. Patrick’s Day Mini Superblitz Period” means March 11 to March 18, 2016.

“Cinco de Mayo May Mini Superblitz Period” means May 2 to May 8, 2016.

“Fourth of July Mini Superblitz Period” means July 1 to July 6, 2016.

“Driving Under the Influence Crackdown Period” means August 19 to September 5, 2016.

“Expanded Enforcement Period” means anytime other than the Superblitz, Mini Superblitz, and National Occupant Protection Mobilization Click It or Ticket period.

“National Occupant Protection Mobilization Click It or Ticket period” means May 23 to June 5, 2016.

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

“Operational Plan” means a plan based on current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

Training and qualifications. The Agency Coordinator must attend the Department's Law Enforcement Coordinators Symposium and other Department training as required. The Grantee shall notify the Department of any changes in the Agency Coordinator. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in ¶ 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

Reimbursement. Claims for payment must specify officers' actual hourly rate of overtime pay (hourly rate X 1.5); the Department will not pay any amount in excess of that rate. 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) overtime pay for officers conducting traffic safety enforcement in high crash locations or safety corridors identified in data compiled by local, state or federal government agencies, and in targeted locations;
- (2) attendance at, and excess per diem for, operation safe kids training and the four-day NHTSA standardized child passenger safety training; and
- (3) assistance at child safety seat clinics or car seat fitting stations.

Reporting. The Grantee must submit activity reports on the same schedule as claims for payment (as provided in section 3 of the agreement), using the activity report form provided unless otherwise directed by the Department. Activity reports must include the dates worked, total hours worked, names of officers, overtime rate, number of officers participating, total amount paid, public information and education activities, and type of citation issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department within 10 days of the issuance of the citation or citations. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, § 66-7-207.

Funding. The Department expects the funding source to be <<Insert>>. However, the funding source is subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	\$<<Insert>>
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$<<Insert>>

Goals. The Department's performance goals for the state are to:

- (1) Limit the expected increase in unrestrained occupant fatalities to 14 percent from 104 in 2013 to not more than 119 in 2016. (FARS)
- (2) Increase seatbelt use by 0.1 percent from 92.1percent in 2014 to 92.2 percent in 2016. (State)

Equipment. The Grantee may only purchase equipment under this agreement with prior approval of the Department. The Grantee may purchase the following equipment: <<Add equipment here or remove highlighted items if no equipment is included.>> The Grantee shall track, retain and keep equipment acquired under this agreement in operation for highway safety purposes until the Department provides the Grantee with disposition instructions.

SCOPE OF WORK, TRAINING, REIMBURSEMENT AND REPORTING

SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (“STEP”) Project Number: 16-ST-RF-<<Insert>>

1. **Scope of Work.** The Grantee shall conduct High Visibility Patrols in high crash locations and safety corridors identified in data compiled by local, state or federal government agencies and the Grantee’s Operational Plan. Activities should occur at selected times of days and weeks during months when traffic crashes are increased.

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 grant agreement.

“High Visibility Patrols” means activities that enforce traffic laws such as speeding, passing in school zones, violations in construction zones, failing to stop for pedestrians, and any violations of traffic laws identified in the New Mexico Criminal and Traffic Law Manual.

“Operational Plan” means a plan based on current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

Training and qualifications. The Agency Coordinator must attend the Department’s Law Enforcement Coordinators Symposium and other Department training as required. The Grantee shall notify the Department of any changes in the Agency Coordinator. The Grantee’s participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in ¶ 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

Reimbursement. Claims for payment must specify officers’ actual hourly rate of overtime pay (hourly rate X 1.5); the Department will not pay any amount in excess of that rate. 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) overtime pay for officers conducting the traffic safety enforcement described in paragraph 1 of this exhibit C; and
- (2) training for officers not previously trained in STEP.

Reporting. The Grantee must submit activity reports on the same schedule as claims for payment (as provided in section 3 of the agreement), using the activity report form provided unless otherwise directed by the Department. Activity reports must include the dates worked, total hours worked, names of officers, overtime rate, number of officers participating, total amount paid, and type of citation issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department within 10 days of the issuance of the citation or citations. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, § 66-7-207.

Funding. The Department expects the funding source to be State Road Fund. However, the funding source is subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	\$<<Insert>>
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$<<Insert>>

Goals. The Department's performance goals for the state are to reduce speeding-related fatalities by 5 percent from 131 in 2013 to 124 in 2016. (FARS)

8. Equipment. The Grantee may only purchase equipment under this agreement with prior approval of the Department. The Grantee may purchase the following equipment: <<Add equipment here or remove highlighted items if no equipment is included.>> The Grantee shall track, retain and keep equipment acquired under this agreement in operation for highway safety purposes until the Department provides the Grantee with instructions.

Exhibit D

SCOPE OF WORK, TRAINING, REIMBURSEMENT AND REPORTING

100 DAYS AND NIGHTS OF SUMMER (“100 Days”) Project Number: 15-DS-

<<Insert>>

- 1. Scope of Work. The Grantee shall conduct High Visibility Patrols in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee’s Operational Plan. Activities shall be conducted during the 100 Days Campaign, June 22, 2016 to September 30, 2016.**
- 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 grant agreement.

“High Visibility Patrols” means activities that enforce traffic laws such as speeding, passing in school zones, violations in construction zones, failing to stop for pedestrians, and any violations of traffic laws identified in the New Mexico Criminal and Traffic Law Manual.

“Operational Plan” means a plan based on current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

Training and qualifications. The Agency Coordinator must attend the Department’s Law Enforcement Coordinators Symposium and other Department training as required. The Grantee shall notify the Department of any changes in the Agency Coordinator. The Grantee’s participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in ¶ 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

Reimbursement. Claims for payment must specify officers’ actual hourly rate of overtime pay (hourly rate X 1.5); the Department will not pay any amount in excess of that rate. The Grantee should submit claims no later than 10 days after the end of each month. The Department will pay the Grantee for overtime pay for officers conducting traffic safety enforcement in high crash locations or safety corridors identified in data compiled by local, state or federal government agencies, and in targeted locations.

Reporting. The Grantee must submit activity reports on the same schedule as claims for payment (as provided in section 3 of the agreement), using the activity report form provided unless otherwise directed by the Department. Activity reports must include dates worked, total hours worked, names of officers, overtime rate, number of officers participating, total amount paid, and type of citation issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department within 10 days of the issuance of the citation or citations. The

Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, § 66-7-207.

Funding. The Department expects the funding source to be 23 U.S.C. § <<Insert>> and the CFDA number to be 20. <<Insert>>. However, both funding source and CFDA number are subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	\$<<Insert>>
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$<<Insert>>

Goals. The Department's performance goals for the state are to:

- (1) Reduce alcohol-impaired fatalities by 14 percent from 105 in 2013 to 90 in 2016. (FARS)
- (2) Limit the expected increase in unrestrained occupant fatalities to 14 percent from 104 in 2013 to not more than 119 in 2016. (FARS)
- (3) Increase seatbelt use by 0.1 percent from 92.1 percent in 2014 to 92.2 percent in 2016. (State)
- (4) Reduce speeding-related fatalities by 5 percent from 131 in 2013 to 124 in 2016. (FARS)

8. Equipment. The Grantee may only purchase equipment under this agreement with prior approval of the Department. The Grantee may purchase the following equipment: <<Add equipment here or remove highlighted items if no equipment is included.>> The Grantee shall track, retain and keep equipment acquired under this agreement in operation for highway safety purposes until the Department provides the Grantee with disposition instructions.

SCOPE OF WORK, TRAINING, REIMBURSEMENT AND REPORTING

DISTRACTED DRIVING ("DNTXT") Project Number: 15-DD-<<Insert>>

1. Scope of Work. The Grantee shall conduct special roving patrols to enforce the anti-texting laws in high crash locations identified in data compiled by local, state or federal government agencies.
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 grant agreement.

"Operational Plan" means a plan based on current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

Training and qualifications. The Agency Coordinator must attend the Department's Law Enforcement Coordinators Symposium and other

Department training as required. The Grantee shall notify the Department of any changes in the Agency Coordinator. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in ¶ 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

Reimbursement. Claims for payment must specify officers' actual hourly rate of overtime pay (hourly rate X 1.5); the Department will not pay any amount in excess of that rate. The Grantee should submit claims no later than 10 days after the end of each month. The Department will pay the Grantee for overtime pay for officers conducting traffic safety enforcement in high crash locations or safety corridors identified in data compiled by local, state or federal government agencies, and in targeted locations.

Reporting. The Grantee must submit activity reports on the same schedule as claims for payment (as provided in section 3 of the agreement), using the activity report form provided unless otherwise directed by the Department. Activity reports must include the dates worked, total hours worked, names of officers, overtime rate, number of officers participating, total amount paid, and type of citation issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department within 10 days of the issuance of the citation or citations. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, § 66-7-207.

Funding. The Department expects the funding source to be 23 U.S.C. § <<Insert>> and the CFDA number to be 20. <<Insert>>. However, both funding source and CFDA number are subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	\$<<Insert>>
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$<<Insert>>

Equipment. The Grantee may only purchase equipment under this agreement with prior approval of the Department. The Grantee may purchase the following equipment: <<Add equipment here or remove highlighted items if no equipment is included.>> The Grantee shall track, retain and keep equipment acquired under this agreement in operation for highway safety purposes until the Department provides the Grantee with disposition instructions.–CERTIFICATIONS AND ASSURANCES

APPENDIX A TO PART 1200 –

CERTIFICATION AND ASSURANCES

FOR HIGHWAY SAFETY GRANTS (23 U.S.C. CHAPTER 4)

State: New Mexico
2016

Fiscal Year:

Each fiscal year the State must sign these Certifications and Assurances that it complies with all requirements including applicable Federal statutes and regulations that are in effect during the grant period. (Requirements that also apply to subrecipients are noted under the applicable caption.)

In my capacity as the Governor's Representative for Highway Safety, I hereby provide the following certifications and assurances:

GENERAL REQUIREMENTS

To the best of my personal knowledge, the information submitted in the Highway Safety Plan in support of the State's application for Section 402 and Section 405 grants is accurate and complete. (Incomplete or incorrect information may result in the disapproval of the Highway Safety Plan.)

The Governor is the responsible official for the administration of the State highway safety program through a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- 49 CFR Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Part 1200 – Uniform Procedures for State Highway Safety Grant Programs

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subward and Executive Compensation Reporting, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_an

d_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRs.gov for each sub-grant awarded:

- **Name of the entity receiving the award;**
 - **Amount of the award;**

- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
 - Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if:
 - (i) the entity in the preceding fiscal year received—
 - (I) 80 percent or more of its annual gross revenues in Federal awards;
 - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
 - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
 - Other relevant information specified by OMB guidance.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

THE DRUG-FREE WORKPLACE ACT OF 1988(41 USC 8103)

The State will provide a drug-free workplace by:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- Establishing a drug-free awareness program to inform employees about:
 - The dangers of drug abuse in the workplace.
 - The grantee's policy of maintaining a drug-free workplace.
 - Any available drug counseling, rehabilitation, and employee assistance programs.
 - The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 - Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
 - Abide by the terms of the statement.
 - Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.
- Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –
 - Taking appropriate personnel action against such an employee, up to and including termination.
 - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-

domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency

to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal

offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension,

Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a

program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at www.trafficsafety.org.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

ENVIRONMENTAL IMPACT

The Governor's Representative for Highway Safety has reviewed the State's Fiscal Year highway safety planning document and hereby declares that no significant environmental impact will result from implementing this Highway Safety Plan. If, under a future revision, this Plan is modified in a manner that could result in a significant environmental impact and trigger the need for an environmental review, this office is prepared to take the action necessary to comply with the National Environmental Policy Act of 1969 (42 U.S.C. 4321, et seq.) and the implementing regulations of the Council on Environmental Quality (40 CFR Parts 1500-1517).

SECTION 402 REQUIREMENTS

The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation. (23 U.S.C. 402(b)(1)(B))

At least 40 percent (or 95 percent, as applicable) of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or for the benefit

of the political subdivision of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C), 402(h)(2)), unless this requirement is waived in writing.

The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))

The State will provide for an evidenced-based traffic safety enforcement program to prevent traffic violations, crashes, and crash fatalities and injuries in areas most at risk for such incidents. (23 U.S.C. 402(b)(1)(E))

The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State as identified by the State highway safety planning process, including:

- Participation in the National high-visibility law enforcement mobilizations;
- Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
- An annual statewide seat belt use survey in accordance with 23 CFR Part 1340 for the measurement of State seat belt use rates;
- Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
- Coordination of Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a).

(23 U.S.C. 402(b)(1)(F))

The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4))

I understand that failure to comply with applicable Federal statutes and regulations may subject State officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 49 CFR 18.12.

I sign these Certifications and Assurances based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these representations in awarding grant funds.



Signature Governor's Representative for Highway Safety

6/26/15

Date

Tom Church, Secretary
New Mexico Department of Transportation

Printed name of Governor's Representative for Highway Safety



Traffic Safety Division (505) 827-0427 1-800-541-7952

TSD PROJECT AGREEMENT AMENDMENT

AMENDMENT # ____ to PROJECT AGREEMENT# _____

The agreement made and entered into the ____ day of _____ by and between the State of New Mexico Department of Transportation (hereinafter referred to as the DEPARTMENT: and _____ hereinafter referred to as the GRANTEE) is amended by the parties on _____ as follows:

The following language shall be added to the Scope of Work as follows:

	Current Amount	Increase	(Decrease)	Revised Amount
Personal Services:				
Contractual Svs:				
Commodities:				
Other Costs:				
Indirect Costs:				
Totals:				

Total compensation shall not exceed \$ _____. It is understood between the parties that all other terms and conditions of the Project Agreement shall remain the same, except as amended in writing.

IN WITNESS WHEREOF, the parties have executed this amendment as of the date written above.

NEW MEXICO DEPARTMENT OF
TRANSPORTATION

GRANTEE

Sign: _____
Deputy Secretary

Sign: _____

NMDOT

Print Name: _____

Date: _____
Title: _____

Date: _____

Cc: Finance Unit – for immediate handling Grant File #



Traffic Safety Division (505) 827-0427 1-800-541-7952

PROPERTY AGREEMENT and INVENTORY RECORD

(One form to be completed for each item over \$1000.00 purchased with TSD funds, excludes CDWI and EE Projects)

Agency _____ TSD Project Agreement # _____
 Project Title _____ Project period from _____ to _____
 Acquisition Date ____/____/____ Acquisition Cost \$ _____
 Serial Number _____
 Titleholder _____
 Item Description _____
 Physical Location of Item _____
 Description of Use _____
 Note: shaded area is for TSD use only
 Amount federal Portion \$ _____ Use appropriate? _____ YES/ _____ NO
 TSD Inventory # _____ TSD Voucher # _____
 Disposition Date _____ Condition: _____ New/ _____ Used

TERMS and CONDITIONS - It is mutually agreed that:

- A. Items purchased with TSD funds according to the TSD Project Agreement are the property of the Traffic Safety Division. Items purchased under this project agreement are to be used for the purpose noted on the project agreement; whether or not the project continues to be supported by TSD funds.
- B. The GRANTEE will immediately notify TSD if any items purchased under this project, during its useful life, ceases to be used in the manner set forth in the project agreement. In such event TSD may transfer any item not being used as indicated in the project agreement/amendments to another agency or transfer the property to the GRANTEE in writing, which will then allow the GRANTEE to transfer or otherwise dispose of this item per GRANTEE agency policy.
- C. The Project Director will ensure that items purchased will NOT be sold, salvaged, transferred, etc, during the useful life of the item, without the prior written approval by the TSD Director. It will be maintained in accordance with manufacturer's instructions and provide for protection against environmental hazards.
- D. This item was purchased at the best obtainable price and must comply with the terms and conditions of this document; the Project Director's signature on the claim form and this form certifies compliance.
- E. Insurance is to be carried on all items purchased with TSD funds in an amount adequate to replace or repair the item, during its useful life, in case of loss, theft, destruction, damage, etc. Replacement of the item is the responsibility of the GRANTEE. Such insurance should stipulate the TSD's interest in the item as lien holder. Support documentation will be kept by the Project Director to reflect insurance coverage.
- F. The property agreement and inventory record form must be submitted to the Traffic Safety Division; once received by TSD it will be assigned a TSD inventory number. The inventory number will be forwarded to the Project Director.
- G. The Project Director will affix the inventory number to the correct item purchased.

Project Director Sign: _____ Date _____

Project Director Print Name: _____

_____/_____/_____
 TSD Program Manager Date TSD Financial Manager Date



Traffic Safety Division (505) 827-0427 1-800-541-7952

TSD LOAN AGREEMENT

Item Description: _____

TSD Inventory Number: _____ Serial Number: _____

This loan agreement is between the NM Traffic Safety Division and the undersigned GRANTEE agency that agrees to the following:

- 1) The Traffic Safety Division, on a loan basis provides the referenced item.
- 2) Certification of operators for this item on loan is the responsibility of the GRANTEE agency.
- 3) The item is loaned for the purpose of enforcing the State's traffic laws and is not to be used simply as a means of gathering revenue.
- 4) GRANTEE agency agrees to immediately notify the New Mexico Traffic Safety Division if the GRANTEE finds it cannot for any reason continue the enforcement operations; this item will then revert to the New Mexico Traffic Safety Division for reassignment.
- 5) The GRANTEE will ensure that this item will NOT be sold, salvaged, transferred, etc, during its useful life, without the prior written approval by the TSD Director. It will be maintained in accordance with manufacturer's instructions and provide for protection against environmental hazards.
- 6) Insurance is to be carried on all items on loan from TSD in an amount adequate to replace or repair the item, during its useful life, in case of loss, theft, destruction, damage, etc. Replacement of the item is the responsibility of the GRANTEE. Such insurance should stipulate the TSD's interest in the item as lien holder. Support documentation will be kept by the GRANTEE to reflect insurance coverage.

Receipt of the referenced item and above conditions is hereby acknowledged.

Project Director Sign: _____ Date: _____

Print Project Director Name: _____

GRANTEE Agency Name: _____

Address: _____

Phone: _____ Fax: _____



Traffic Safety Division (505) 827-0427 1-800-541-7952

Non-Employee Travel Approval

The Traffic Safety Division is pleased to approve per diem and travel expenses for the person(s) noted below to attend the following:

Traveler(s)	Agency Being Represented
Name: _____ Phone: _____	_____
Address _____	
Name: _____ Phone: _____	_____
Address _____	
Name: _____ Phone: _____	_____
Address _____	
_____	_____
Name of Conference/Event/Activity/etc	Location
_____	_____
Date(s)	Name of Sponsor

On a reimbursement basis the Traffic Safety Division will pay per diem expenses

- in accordance with standard Department procedures rates or,
- actual costs for:
 - lodging meals (*see below) transportation to the conference/event/activity, etc.
 - mileage airfare transportation from the conference/event/activity, etc.
 - _____
 - _____

*Actual expenses for meals are limited to a maximum of \$30.00 for each 24-hour period of in-state travel and \$45.00 for each 24-hour period of out-of-state travel.

NOTE: Original receipts, reflecting itemized expenses for each item, are required if actual expenses will be claimed. Enclosed for your review and information is a copy of the New Mexico Department of Transportation’s Administrative Memorandum #902 regarding per diem and travel. Please complete the enclosed “Non-Employee Reimbursement Request” form and return it to this office, along with all original receipts as soon as possible following your return. The request will be processed immediately upon receipt. Please call me if you have any questions on this matter.

Approved by: _____ Date _____
 Michael Sandoval, Director, TSD

Copies to TSD Program Manager and Project File # _____



Traffic Safety Division (505) 827-0427 1-800-541-7952

Non-Employee Reimbursement Request

NAME: _____ SS#: _____
 MAILING ADDRESS: _____
 CITY: _____ STATE: _____ ZIP: _____
 DAYTIME TELEPHONE #: _____ HOME TELEPHONE #: _____
 DEPARTURE FROM: _____ TO: _____
 DEPARTURE DATE: _____ TIME: _____
 RETURN DATE: _____ TIME: _____

PLEASE NOTE: a copy of the "approved" NON-EMPLOYEE TRAVEL APPROVAL form and the signed original of THIS form MUST BE RECEIVED BEFORE REIMBURSEMENT. All "ITEMIZED" RECEIPTS MUST BE ATTACHED if you are requesting reimbursement for Actual expenses.

PLEASE CHECK ONE: PER DIEM (Skip items A & B) ACTUAL EXPENSES

- A) Number of miles claimed for use of PRIVATE CAR _____ (must equal map miles)
- B) ODOMETER READING: Beginning _____ Ending _____ (contact TSD for required form)

AIRFARE: _____ OTHER: _____ ITEMIZED RECEIPTS MUST BE ATTACHED
 REASON FOR TRAVEL: _____
 SIGNATURE: _____ DATE: _____

TO BE COMPLETED BY TRAFFIC SAFETY DIVISION'S FINANCIAL MANAGEMENT UNIT

PER DIEM:
 # of DAYS: _____ # of HOURS: _____ = \$ _____ + MISC = \$ _____

TOTAL PER DIEM = \$ _____

MISC. EXPENSES:

MILEAGE:	# of MILES: _____	X \$0.32 per mile	Total Mileage = \$ _____
AIRFARE			\$ _____
LODGING			\$ _____
MEALS			\$ _____
OTHER			\$ _____

TOTAL REIMBURSEMENT DUE: \$ _____



Traffic Safety Division (505) 827-0427 1-800-541-7952

Project Agreement Final Report

(Example)

Agency Name: _____ Project Agreement Number: _____
 Submitted with Final Claim # _____ in the amount of: \$ _____
 Project Title: _____

Scope of Work/ Activity		4th Qtr.	Year end totals
	Planned		
	Actual		
	Planned		
	Actual		
	Planned		
	Actual		

List Project Agreement Objectives:

Detail progress made toward achieving Project Objectives:

List any problems encountered in conducting the activities in meeting the Project Objectives:

List any recommendations that you think would help you achieve the Project Objectives, or that would help you conduct the activities in the future:

Detail how you think the activities conducted through this Project Agreement were beneficial to your community:

Detail how important you think it is to continue to include these same Activities as part of any future State Highway Safety Program Plans:

Add any comments:

Project Director Sign: _____ Date: _____

Submit this report with your final claim by no later than October 31 to: NMDOT/ Traffic Safety Division, PO Box 1149, Santa Fe, NM 87504-1149



Traffic Safety Division 505.827.0427 1.800.541.7952

REIMBURSEMENT CLAIM FOR ENDWI ACTIVITY

Agency: _____ Coordinator: _____

Phone #: _____ Cell phone #: _____

Claim Month: _____ Project Agreement #: _____

Number of Checkpoints:		Total Checkpoint Cost:\$	
Number of Saturation Patrols (from Activity Report(s)):		Total Sat Pat Cost (from Activity Report(s)):\$	
Other Costs (other than CPs and SPs) - Attach appropriate forms to ensure reimbursement in this category.		Total \$:	
Commodities (copies of invoices and checks should be attached with each claim) - Attach appropriate forms to ensure reimbursement in this category.		Total \$:	
TOTAL ENDWI REIMBURSEMENT: (total costs for #4, #5, #6, and #7)		\$	-

Is this the FINAL request for ENDWI for the year?

Name & Address to mail reimbursement check:

Agency Name: _____

Address: _____

City: _____ State: NM Zip code: _____

For _____ authorized _____ agency _____ representative _____ and _____ payroll _____ administrator:
 We hereby certify to the best of our knowledge and belief, the information is correct; these services have been provided; expenditures are properly documented and will not be charged to another funding source; and these funds do not supplant any of our current funding.

Print Name of Law Enforcement Official:	Signature:	Date:
_____	_____	_____
Print Name of Payroll Administrator:	Signature:	Date:
_____	_____	_____
TSD Program Manager Signature:		Date:
_____		_____

For reimbursement and statistical reporting purposes – Fax, Email or Mail this Reimbursement Claim WITH SIGNATURES and all related Activity Reports BEFORE THE 10th OF THE MONTH following the month activities were conducted:

**FAX: Safer New Mexico Now; C/O Project Coordinator -
505.471.3986; or**

EMAIL: eileenrios@safernm.org or

MAIL: Safer NM Now; 3220 Richards Lane, Suite A; Santa Fe, NM 87507. Please do not send backup documentation.



Traffic Safety Division 505.827.0427 1.800.541.7952

SATURATION PATROL ACTIVITY REPORT FOR ENDWI CLAIMS

AGENCY: [] CLAIM MONTH: []

ENDWI SATURATION PATROL ACTIVITIES: COMPLETE ONE FORM FOR EACH SAT PAT CONDUCTED

Date Sat Pat Conducted: [] #Officers: [] Task Force [] Direction of Traffic: []

Location of Sat Pat: [] Start Time: [] End Time: []

SAT PAT ADDITIONAL OFFICERS

Table with 2 columns: # [Category] and # [Category]. Rows include # DWI Arrests, # Misdemeanor Arrests, # Felony Arrests, # Drug Arrests, # Stolen Vehicles Recovered, # Fugitives Apprehended, # Other Citations, # Seatbelt Citations, # Child Restraint Citations, # Speeding Citations, # Uninsured Motorists, # Suspended/ Revoked, # Reckless Driving, # Cell Phone Citations.

Add'l Agency: [] #Officers: [] Add'l Agency: [] #Officers: []

Table with 5 columns: Officer Name, Dates Worked, Total Hours Worked, Hourly Rate, Total Paid. Multiple rows for officer entries.

				\$	-
				\$	-
				\$	-
Totals			0.00		\$ -

PUBLIC INFORMATION AND EDUCATION: For each activity select 'Yes' or 'No' and give details.

News Release?		List names of media:	
PSAs?		List stations:	



Traffic Safety Division 505.827.0427 1.800.541.7952

CHECKPOINT ACTIVITY REPORT FOR ENDWI CLAIMS

AGENCY: _____ CLAIM MONTH: _____

ENDWI CHECKPOINT ACTIVITIES: COMPLETE ONE FORM FOR EACH CHECKPOINT CONDUCTED

Date Check Point Conducted: _____ #Officers: _____ Task Force _____ Direction of Traffic: _____

Location of Check Point: _____ Start Time: _____ End Time: _____

				CHECKPOINT ADDITIONAL OFFICERS	
# DWI Arrests		# Seatbelt Citations		Add'l Agency:	_____
# Misdemeanor Arrests		# Child Restraint Citations		#Officers:	_____
# Felony Arrests		# Speeding Citations			_____
# Drug Arrests		# Uninsured Motorists		Add'l Agency:	_____
# Stolen Vehicles Recovered		# Suspended/ Revoked		#Officers:	_____
# Fugitives Apprehended		# Reckless Driving			_____
# Other Citations		# Cell Phone Citations		#Officers:	_____

Officer Name	Dates Worked	Total Hours Worked	Hourly Rate	Total Paid
				\$ -
				\$ -
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				\$	-
Totals			0.00		\$ -

PUBLIC INFORMATION AND EDUCATION: For each activity select 'Yes' or 'No' and give details.

News Release?		List names of media:	
PSAs?		List stations:	
Broadcast interviews?		List stations:	
Other activities?		Give details:	



Traffic Safety Division 505.827.0427 1.800.541.7952

REIMBURSEMENT CLAIM FOR BKLUP ACTIVITY

Agency: _____ Coordinator: _____
 Phone #: _____ Cell Phone #: _____
 Claim Month: _____ OBD Project Agreement #: _____

Total # BKLUP Enforcement Hours Worked: _____
 Total BKLUP Enforcement Cost: _____
 from Activity Report(s) from Activity Report(s)

Total BKLUP Personal Services Costs (from Activity Report(s): _____

TOTAL BKLUP REIMBURSEMENT (Total Cost From #6 and #7): _____

\$ -

Is this the FINAL request for BKLUP for the year? _____

Name & Address to mail reimbursement check:			
Agency Name:	_____		
Address:	_____		
City:	State: NM	Zip code:	_____

For _____ authorized _____ agency representative and _____ payroll administrator:
 We hereby certify to the best of our knowledge and belief, the information is correct; these services have been provided; expenditures are properly documented and will not be charged to another funding source; and these funds do not supplant any of our current funding.

Print Name of LE Official:	Signature:	Date:
_____	_____	_____
Print Name of Payroll Administrator:	Signature:	Date:
_____	_____	_____
Print Name of TSD Program Manager:	Signature:	Date:
_____	_____	_____

For reimbursement and statistical reporting purposes – Fax, Email or Mail this Reimbursement Claim WITH SIGNATURES and Activity Report(s) BEFORE THE 10th OF THE MONTH following the month activities were conducted:

FAX: Safer New Mexico Now; C/O Project Coordinator - 505.471.3986; or
 EMAIL: eileenrios@safernm.org or

MAIL: Safer NM Now; 3220 Richards Lane, Suite A; Santa Fe, NM 87507. Please do not send backup documentation.



Traffic Safety Division (505) 827-0427 1-800-541-7952

PROJECT REIMBURSEMENT CLAIM for 100 DAYS OVERTIME ENFORCEMENT

Claim Month: _____ Project Agreement #: _____ Period of Claim - From: _____ to _____

Grantee Name: _____ Address: _____

Where check should be sent

City: _____ State: NM Zip: _____

NAME	DATES WORKED	OVERTIME HOURLY RATE	NUMBER of OT HOURS WORKED	TOTAL PAID AMOUNT
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTALS:			-	\$ -

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, and copies of all required documentation are attached, when required or on file for review. All payments requests listed are not funded by any other funding source. Funds being claimed were not used to supplant (Replace routine and/or existing State or local expenditures with the use of project agreement funds and/or use these funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or federally-recognized Indian tribal governments). The GRANTEE has not billed another funding source for the same items and/or

Is this a final reimbursement claim?

CERTIFIED CORRECT BY: **Print Project Director Name** _____ **Project Director Signature** _____ **Date** _____

Authorized for payment by: **TSD Program Manager** _____ **Date** _____

For reimbursement and statistical reporting purposes – Fax, Email or Mail this Reimbursement Claim WITH SIGNATURE and Activity Report BEFORE THE 10th OF THE MONTH following the month activities were conducted:

FAX: Safer New Mexico Now ; C/O Project Coordinator - 505.471.3986; or **EMAIL:** eileenrios@safernm.org
or MAIL: Safer NMI NOW ; 3220 Richards Lane, Suite A; Santa Fe, NM 87507. **Please do not send backup documentation.**



Traffic Safety Division 505.827.0427 1.800.541.7952

100 DAYS Overtime Activity Report

Send with 100 DAYS Reimbursement Claim Form

Agency Name: _____ Project Agreement #: _____

Claim Month: _____ in the amount of: \$ _____
from Reimbursement Claim

Program Director Signature _____ Date: _____

Total Hours: _____ number of Officers: _____
from Reimbursement Claim from Reimbursement Claim

Patrol Activity Report:

# DWI Arrests		# Seatbelt Citations	
# Misdemeanor Arrests		# Child Restraint Citations	
# Felony Arrests		# Speeding Citations	
# Drug Arrests		# Uninsured Motorists	
# Stolen Vehicles Recovered		# Suspended/ Revoked	
# Fugitives Apprehended		# Reckless Driving	
# Other Citations		# Cell Phone Citations	



Traffic Safety Division (505) 827-0427 1-800-541-7952

PROJECT REIMBURSEMENT CLAIM for STEP OVERTIME ENFORCEMENT

Claim Month: Project Agreement #: Period of Claim - From: to

Grantee Name Address: Where check should be sent

City: State: NM Zip:

Table with 5 columns: NAME, DATES WORKED, OVERTIME HOURLY RATE, NUMBER of OT HOURS WORKED, TOTAL PAID AMOUNT. Includes a TOTALS row showing 0.00.

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, and copies of all required documentation are attached, when required or on file for review.

Is this a final reimbursement claim? []

CERTIFIED CORRECT BY: Print Project Director Name Project Director Signature Date

Authorized for payment by: TSD Program Manager Date

For reimbursement and statistical reporting purposes - Fax, Email or Mail this Reimbursement Claim WITH SIGNATURE and Activity Report BEFORE THE 10th OF THE MONTH following the month activities were conducted:

FAX: Safer New Mexico Now ; C/O Project Coordinator - 505.471.3986; or EMAIL: eileenrios@safernm.org or MAIL: Safer NMI NOW ; 3220 RICHARDS LANE, SUITE A; SANTA FE, NMI 87077. Please do not send backup documentation.



STEP Overtime Activity Report

Send with STEP Reimbursement Claim Form

Agency Name _____

Project Agreement #: _____

Claim Month: _____

in the amount of: \$ _____
from Reimbursement Claim

Program Director Signature: _____

Date: _____

Total Hours: _____
from Reimbursement Claim

Number of Officers: _____
from Reimbursement Claim

Patrol Activity Report:

# DWI Arrests		# Seatbelt Citations	
# Misdemeanor Arrests		# Child Restraint Citations	
# Felony Arrests		# Speeding Citations	
# Drug Arrests		# Uninsured Motorists	
# Stolen Vehicles Recovered		# Suspended/ Revoked	
# Fugitives Apprehended		# Reckless Driving	
# Other Citations		# Cell Phone Citations	



Traffic Safety Division (505) 827-0427 1-800-541-7952

PROJECT REIMBURSEMENT CLAIM for DNTXT OVERTIME ENFORCEMENT

Claim Month: _____ Project Agreement #: _____ Period of Claim - From: _____ to _____

Grantee Name: _____ Address: _____

City: _____ State: NM Zip: _____ *Where check should be sent*

NAME	DATES WORKED	OVERTIME HOURLY RATE	NUMBER of OT HOURS WORKED	TOTAL PAID AMOUNT
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTALS:			-	\$ -

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, and copies of all required documentation are attached, when required or on file for review. All payments requests listed are not funded by any other funding source. Funds being claimed were not used to supplant (Replace routine and/or existing State or local expenditures with the use of project agreement funds and/or use these funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or federally-recognized Indian tribal governments). The GRANTEE has not billed another funding source for the same items and/or

Is this a final reimbursement claim? _____

CERTIFIED CORRECT BY: **Print Project Director Name** _____ **Project Director Signature** _____ **Date** _____

Authorized for payment by: **TSD Program Manager** _____ **Date** _____

For reimbursement and statistical reporting purposes – Fax, Email or Mail this Reimbursement Claim WITH SIGNATURE and Activity Report BEFORE THE 10th OF THE MONTH following the month activities were conducted:

FAX: Safer New Mexico Now ; C/O Project Coordinator - 505.471.3986; or **EMAIL:** eileenrios@safernm.org
or MAIL: Safer New Mexico Now , 3220 NICOLAUS Lane, Suite A, Santa Fe, NM 87507. **Please do not send backup documentation.**



Traffic Safety Division 505.827.0427 1.800.541.7952

DNTXT Overtime Activity Report

Send with DNTXT Reimbursement Claim Form

Agency Name: _____ Project Agreement #: _____

Claim Month: _____ in the amount of: \$ _____
from Reimbursement Claim

Program Director Signature _____ Date: _____

Total Hours: _____ Number of Officers: _____
from Reimbursement Claim from Reimbursement Claim

Patrol Activity Report:

# DWI Arrests		# Seatbelt Citations	
# Misdemeanor Arrests		# Child Restraint Citations	
# Felony Arrests		# Speeding Citations	
# Drug Arrests		# Uninsured Motorists	
# Stolen Vehicles Recovered		# Suspended/ Revoked	
# Fugitives Apprehended		# Reckless Driving	
# Other Citations		# Cell Phone Citations	
		# Texting Citations	