



City of Las Vegas

1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.gov

Madam Mayor Tonita Gurulé-Girón

**CITY OF LAS VEGAS
WORK SESSION CITY COUNCIL AGENDA
January 8, 2020–Wednesday– 5:30 p.m.
City Council Chambers
1700 N. Grand Ave**

(The City Council shall act as the Housing Authority Board of Commissioners on any matters on the Agenda concerning the Housing Department.)

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **PUBLIC INPUT (not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting.)**
- VII. **DISCUSSION ITEMS**
 1. Resolution 20-01 Open Meetings Resolution.

Danielle Sena, Deputy Clerk Resolution 20-01 establishes reasonable notice of Council meetings in compliance with the Open Meetings Act. Approval of resolution is required annually.
 2. Resolution No. 20-02 repealing and replacing all previous resolutions and adopting an updated Meadow City Express Zero Tolerance Drug and Alcohol Testing Policy.

Darlene Arguello, Transportation Manager Updated Meadow City Express Zero Tolerance Drug and Alcohol Policy as per NMDOT and FTA Regulations for Transit Systems.
 3. Out of state travel to Westminster, Colorado.

David T. Bibb III, Chief of Police Gracie Survival Tactics (GST) Instructor Level 1 Certification will be held in Westminster, Colorado on April 5-10, 2020. One Police Officer will be attending.

4. The Las Vegas City Police Department is requesting approval to accept funding in the amount of \$22,420.00 from the New Mexico Department of Transportation, Traffic Safety Bureau.

David T. Bibb III, Chief of Police The Las Vegas City Police Department is requesting approval to accept funding in the amount of \$22,420.00 to conduct traffic related operations throughout the City and to conduct DWI operations as well.

VIII. EXECUTIVE SESSION

THE COUNCIL MAY CONVENE INTO EXECUTIVE SESSION IF SUBJECT MATTER OF ISSUES ARE EXEMPT FROM THE OPEN MEETINGS REQUIREMENT UNDER § (H) OF THE OPEN MEETINGS ACT.

- A. Personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978.**
- B. Matters subject to the attorney client privilege pertaining to threatened or pending litigation in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H) (7) of the New Mexico Open Meetings Act, NMSA 1978.**
- C. Matters pertaining to the discussion of the sale and acquisition of real property, as permitted by Section 10-15-1 (H) (8) of the Open Meetings Act, NMSA 1978.**

IX. ADJOURN

ATTENTION PERSONS WITH DISABILITIES: The meeting room and facilities are accessible to persons with mobility disabilities. If you plan to attend the meeting and will need an auxiliary aid or service, please contact the City Clerk's Office prior to the meeting so that arrangements may be made.

ATTENTION PERSONS ATTENDING COUNCIL MEETING: By entering the City Chambers, you consent to photography, audio recording, video recording and its/their use for inclusion on the City of Las Vegas Web-site, and to be televised on Comcast.

NOTE: A final agenda will be posted 72 hours prior to the meeting. Copies of the Agenda may be obtained from City Hall, Office of the City Clerk, 1700 N. Grand Avenue, Las Vegas, N.M 87701

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 12/23/19

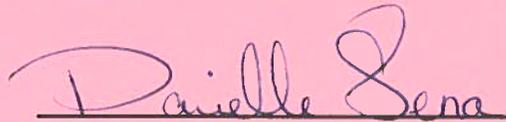
DEPT: City Clerk

MEETING DATE: 1/8/20

DISCUSSION ITEM/TOPIC: *Resolution 20-01 Open Meetings Resolution.*

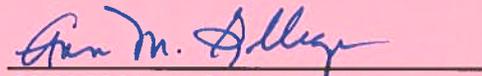
BACKGROUND/RATIONALE: Resolution 20-01 establishes reasonable notice of Council meetings in compliance with the Open Meetings Act. Approval of resolution is required annually.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


TONITA GURULE-GIRON
MAYOR


ANN MARIE GALLEGOS,
INTERIM CITY MANAGER

TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

ESTHER GARDUNO MONTOYA,
CITY ATTORNEY
(ALL RESOLUTIONS, ORDINANCES
& CONTRACTS MUST BE
REVIEWED)

**CITY OF LAS VEGAS
RESOLUTION NO. 20-01**

A RESOLUTION ESTABLISHING REASONABLE NOTICE OF CITY COUNCIL MEETINGS IN COMPLIANCE WITH THE OPEN MEETINGS ACT; RESCINDS AND REPLACES ALL PREVIOUS CITY OF LAS VEGAS RESOLUTIONS REGARDING "REASONABLE NOTICE OF CITY COUNCIL MEETINGS IN COMPLIANCE WITH THE OPEN MEETINGS ACT."

Whereas, Section 10-15-1 (B) of the Open Meetings Act (NMSA 1978, Sections 10-15-1 to 10-15-4) provides that, except as may be otherwise provided in the New Mexico Constitution or the provisions of the Open Meetings Act, all meetings or a quorum of members of any board, council, commission, administrative adjudicatory body or other policy-making body of any state or local public agency held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of such body are declared to be public meetings open to the public at all times; and

Whereas, any meetings subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs and at which a majority of a quorum of the body is in attendance, and any closed meeting shall be held only after reasonable notice to the public; and

Whereas, Section 10-15-1 (D) of the Open Meetings Act requires the City council to determine at least annually what constitutes reasonable notice of its public meetings;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEW MEXICO, THAT;

1. Regular Business Meeting. Pursuant to Section 14-7 (A) of the Municipal Code, all Regular Business Meetings of the Las Vegas City Council shall be held on the third Wednesday of each month at 6:00 p.m. at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico. The agenda will be available at least seventy-two hours prior to the meetings from the City Clerk whose office is located at the George Arellanes Municipal Complex, 1700 North Grand Avenue, Las Vegas, New Mexico. Notice of said meetings shall be printed in a newspaper(s) of general circulation one (1) time, at the beginning of the calendar year; and shall be telephoned, e-mailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice. If a regular meeting is postponed, notice of the new time and date of said meeting may be printed in a newspaper(s) of general circulation; and shall be telephoned, emailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice at least seventy-two hours to the specific time of the meeting or at the earliest date and time possible. If the date and time of the Regular meeting permanently changed, the new date and time shall be printed in a newspaper(s) of general circulation twice, one (1) week apart.

2. Work Sessions. Work Sessions shall be held for the purpose of examining issues, but no official action may be taken on the second Wednesday of each month at 5:30 p.m. at the City

Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico. The agenda will be available at least seventy-two hours prior to the work session from the City Clerk whose office is located at the George Arellanes Municipal Complex, 1700 North Grand Avenue, Las Vegas, New Mexico. Notice of said work session shall be printed in a newspaper(s) of general circulation one (1) time, at the beginning of the calendar year; and shall be telephoned, e-mailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice. If a work session is postponed, notice of the new time and date of said work session may be printed in a newspaper(s) of general circulation; and shall be telephoned, emailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice at least seventy-two hours prior to the specific time of the meeting or at the earliest date and time possible. If the date and time of the work session is permanently changed, the new date and time shall be printed in a newspaper(s) of general circulation twice, one (1) week apart.

3. Other Meetings Not Regularly Scheduled. Special meetings may be called by the Mayor or a majority of the members of the City Council by giving notice to each member of the Council, personally served or left at his/her usual place of residence seventy-two hours prior to the meeting. Notice of said special meeting may be printed in a newspaper(s) of general circulation at least seventy-two hours before the meeting date or on the earliest date possible prior to the date of the meeting. Notice of said special meeting shall be telephoned, emailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice for public announcement at least seventy-two hours prior to the specific time of the meeting or on the earliest date possible prior to the time of the meeting.

4. Emergency Meetings. Emergency meetings shall be called only under unforeseen circumstances which demand immediate action to protect the health, safety and property of citizens or to protect the public body from substantial financial loss. The City Council will avoid emergency meetings whenever possible. Emergency meetings may be called by the Mayor or a majority of the members upon notice as practical under the circumstances. If time permits, notice of said meeting may be printed in a newspaper(s) of general circulation on the earliest date possible as soon as the meeting is called. If time permits, notice of said meeting shall also be telephoned, emailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice for public announcements on the earliest date and time possible prior to the time of the meeting. The notice for emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda.

5. All notices shall include an agenda for the meeting or information on how members of the public may obtain a copy of the agenda. The agenda shall be available to the public at least seventy-two hours before any meeting or at the earliest possible time in case of emergency meetings. The City Council may be flexible on agenda postings under considerable circumstances.

6. The City Council may close a meeting to the public if the subject matter of such discussion or action is exempt from the open meetings requirement pursuant to NMSA Section 10-15-1(H) of the Open Meetings Act.

a. If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum of the City Council taken during the open meeting. The authority for the closed meeting and the subjects to be discussed shall be stated with reasonable specificity in the motion to close and the vote of each individual member on the motion to close shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in the closed meeting.

b. If a closed meeting is conducted when the City Council is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed meeting and the subjects to be discussed with reasonable specificity is given to the members and to the general public.

c. Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.

d. Except as provided in NMSA Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussion in a closed meeting shall be made by vote of the City Council in an open meeting.

7. The regular scheduled meetings of the City of Las Vegas' Permanent Boards and Commissions, Advisory Boards and Committees are as follows:

- Planning & Zoning Commission/Board of Adjustments - Last Monday of the month at 4:00 p.m. -City Council Chambers;
- Design Review Board – Third Monday of the month at 4:00 p.m. – City Council Chambers;
- Lodger's Tax Advisory Board – (Quarterly), (January , April , July, October) Second Tuesday of the month at 2:00p.m. -City Council Chambers;
- Police Advisory Commission – Third Thursday of the month at 3:00 p.m. – Police Department;
- Extra-Territorial Zoning Commission – Third Tuesday of the month at 4:00 p.m. – City Council Chambers;
- Public Housing Authority Board of Commissioners – Third Wednesday of each month at 5:30p.m.- City Council Chambers;
- Labor Management Relations Board – Meeting will be scheduled and published as required by ordinance, rules and regulations;

- Campaign and Ethics Board -Last Thursday of the Month at 5:30p.m.- City Council Chambers;
- Library Board – (Quarterly), (January , April, July, October) Last Tuesday of the month at 10:00 a.m.- Carnegie Library;
- Museum Board -(Quarterly), (February, May , August, November) Second Thursday of the month at 12:00 p.m. – Las Vegas Museum & Rough Riders Memorial Collection;
- Tree Board – Last Tuesday of the month at 3:30 p.m. – Tierra Y Montes Conference Room; don't meet in November or December
- Film Commission -(Quarterly), (January, April, July, October) First Wednesday of the month at 4:00 p.m. -City Council Chambers;
- Charter Commission – First Thursday of the Month at 1:30 p.m. – City Council Chambers;
- Youth Advisory Committee – (February, April, June, August, October, December) First Tuesday every other month at 2:00 p.m.- Traveler's Cafe;
- Fiesta Advisory Committee- (March, May, July) Third Thursday every other month at 1:00p.m. –Community Development Department;
- Finance Advisory Committee – Last Thursday at 3:30 p.m. the month following the end of the quarter (April, July, October)-City Council Chambers;
- Utility Advisory Committee- Second Tuesday of the month at 1:30p.m.–Utilities Department;
- Housing Advisory Committee – Last Wednesday of the month at 10:00 a.m. – City Council Chambers;
- Senior Center Advisory Committee – Third Wednesday of the month at 1:30 p.m. – Las Vegas Senior Center;
- Veteran's Advisory Committee – First Wednesday of the Month at 4:30 p.m. – Miguel Encinias Veterans Center

This Resolution shall be published in a newspaper(s) of general circulation twice, one (1) week apart after its adoption.

Done this _____ day of _____, 2020

Mayor Tonita Gurulé-Girón

ATTEST:

Casandra Fresquez, City Clerk

Approved as to Legal Sufficiency Only:

Esther Garduno-Montoya

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 12/23/19 DEPT: Transportation MEETING DATE: January 8, 2020

DISCUSSION ITEM/TOPIC: *Resolution No. 20-02 Repealing and Replacing All Previous Resolutions and Adopting an Updated Meadow City Express Zero Tolerance Drug and Alcohol Testing Policy.*

BACKGROUND/RATIONALE: As per 2019 FTA Audit an Updated Meadow City Express Zero Tolerance Drug and Alcohol Testing Policy as per NMDOT and FTA Regulations for Transit Systems needs to be adopted.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


TONITA GURULE-GIRON
MAYOR


ANN MARIE GALLEGOS,
INTERIM CITY MANAGER

TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

ESTHER GARDUNO MONTOYA,
CITY ATTORNEY
(ALL RESOLUTIONS, ORDINANCES
& CONTRACTS MUST BE
REVIEWED)

**City of Las Vegas Meadow City Express
Resolution No. 20-02**

**A RESOLUTION REPEALING AND REPLACING ALL PREVIOUS RESOLUTIONS
AND ADOPTING AN UPDATED CITY OF LAS VEGAS MEADOW CITY EXPRESS
ZERO TOLERANCE FTA DRUG & ALCOHOL TESTING POLICY**

WHEREAS, the City of Las Vegas Meadow City Express is required by the NMDOT Transit and Rail Division to have an FTA Drug and Alcohol Testing Policy in place; and

WHEREAS, upon completion of the Meadow City Express Drug and Alcohol FTA Audit it was found that an updated Zero Tolerance Drug and Alcohol Testing Policy using the NMDOT recommended template as per FTA standards be created and adopted by the Governing Body, and distributed to Meadow City Express employees; and

NOW, THEREFORE BE IT RESOLVED THAT the Governing Body of the City of Las Vegas hereby approves the City of Las Vegas Meadow City Express Zero Tolerance Drug and Alcohol Testing Policy and directs its distribution to transit employees; and

IT IS FURTHER RESOLVED THAT this Zero Tolerance Drug and Alcohol Testing Policy shall be effective _____.

PASSED, APPROVED AND ADOPTED by the City of Las Vegas Governing Body this _____ day of _____, 2020.

Tonita Gurule-Giron, Mayor

ATTEST:

Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY:

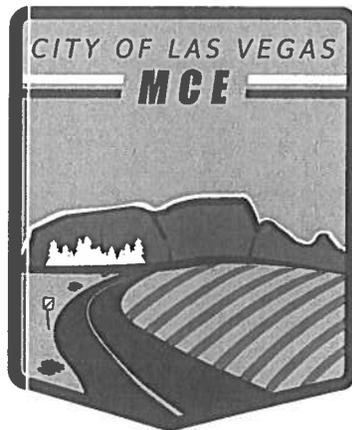
Esther Garduno-Montoya, City Attorney

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CITY OF LAS VEGAS



MEADOW CITY EXPRESS



FEDERAL TRANSIT ZERO TOLERANCE DRUG AND ALCOHOL POLICY

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A. PURPOSE

- 1) The Meadow City Express provides public transit and paratransit services for the residents of the Las Vegas area. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, Meadow City Express declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.
- 2) Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result, or a refusal to test. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.
- 3) Any provisions set forth in this policy that are included under the sole authority of Meadow City Express and are not provided under the authority of the above named Federal regulations are underlined. Tests conducted under the sole authority of Meadow City Express will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

B. APPLICABILITY

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full- or part-time) when performing safety sensitive duties. See Attachment A for a list of employees and the authority under which they are included.

A safety-sensitive function is operation of public transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, dispatchers or persons controlling the movement of revenue service vehicles and any transit employee who

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operates a non-revenue service vehicle that requires a Commercial Driver's License to operate. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions who perform one or more of the above mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

C. DEFINITIONS

Accident: An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result:

- a. An individual dies;
- b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
- c. One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Adulterated specimen: A specimen that has been altered, as evidence by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

Alcohol Concentration: Expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

Aliquot: A fractional part of a specimen used for testing, It is taken as a sample representing the whole specimen.

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Canceled Test: A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is cancelled. A canceled test is neither positive nor negative.

Confirmatory Drug Test: A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or metabolite.

Confirmatory Validity Test: A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

Covered Employee Under FTA Authority: An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

Designated Employer Representative (DER): An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

DOT, The Department, DOT Agency: These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). For purposes of 49 CFR Part 40, the United States Coast Guard (USCG), in the Department of Homeland Security, is considered to be a DOT agency for drug testing purposes. These terms include any designee of a DOT agency.

Dilute specimen: A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

Disabling damage: Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

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Evidentiary Breath Testing Device (EBT): A device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations, and appears on ODAPC's Web page for "Approved Evidential Breath Measurement Devices" because it conforms with the model specifications available from NHTSA.

Initial Drug Test: (Screening Drug Test) The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

Initial Specimen Validity Test: The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid

Invalid Result: The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

Laboratory: Any U.S. laboratory certified by HHS under the National Laboratory Certification program as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

Limit of Detection (LOD): The lowest concentration at which a measurand can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.

Limit of Quantitation: For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.

Medical Review Officer (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

Negative Dilute: A drug test result which is negative for the five drug/drug metabolites but has creatinine and specific gravity values that are lower than expected for human urine.

Negative result: The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid

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specimen. An alcohol concentration of less than 0.02 BAC is a negative test result.

Non-negative test result: A urine specimen that is reported as adulterated, substituted, invalid, or positive for drug/drug metabolites.

Oxidizing Adulterant: A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites, or affects the reagents in either the initial or confirmatory drug test.

Performing (a safety-sensitive function): A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Positive result: The result reported by an HHS- Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.

Prohibited drug: Identified as marijuana, cocaine, opioids, amphetamines, or phencyclidine at levels above the minimum thresholds specified in 49 CFR Part 40, as amended.

Reconfirmed: The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

Rejected for Testing: The result reported by an HHS- Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

Revenue Service Vehicles: All transit vehicles that are used for passenger transportation service.

Safety-sensitive functions: Employee duties identified as:

- (1) The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
- (2) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).
- (3) Maintaining a revenue service vehicle or equipment used in revenue service.
- (4) Controlling the movement of a revenue service vehicle and

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- (5) Carrying a firearm for security purposes.

Split Specimen Collection: A collection in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

Substance Abuse Professional (SAP): A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at <https://www.transportation.gov/odapc/sap>) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Substituted specimen: A urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

Test Refusal: The following are considered a refusal to test if the employee:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
- (2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
- (6) Fail or decline to take a second test as directed by the collector or the employer for drug testing.
- (7) Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).

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- (13) Fail to remain readily available following an accident.
- (14) As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

Vehicle: A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transit vehicle is a vehicle used for public transportation or for ancillary services.

Verified negative test: A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

Verified positive test: A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

Validity testing: The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

D. EDUCATION AND TRAINING

- 1) Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.
- 2) All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

E. PROHIBITED SUBSTANCES

- 1) Prohibited substances addressed by this policy include the following.

- a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines, opioids, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp related products, which cause drug or drug metabolites to be present in the body above the minimum thresholds is a violation of this policy

Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all employees covered under FTA authority be tested for marijuana, cocaine, amphetamines, opioids, and phencyclidine as described in Section H of this policy. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.

- b. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a Meadow City Express supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.

Alcohol: The use of beverages containing alcohol (including mouthwash, medication, food, candy) or any other substances containing alcohol in a manner which violates the conduct listed in this policy is prohibited.

F. PROHIBITED CONDUCT

- 1) All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.

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- 2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.
- 3) The Transit Department shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol
- 4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater regardless of when the alcohol was consumed.
 - a. An employee with a breath alcohol concentration which measures 0.02-0.039 is not considered to have violated the USDOT-FTA drug and alcohol regulations, provided the employee hasn't consumed the alcohol within four (4) hours of performing a safety-sensitive duty. However, if a safety-sensitive employee has a breath alcohol concentration of 0.02-0.039, USDOT-FTA regulations require the employee to be removed from the performance of safety-sensitive duties until:
 - i. The employee's alcohol concentration measures less than 0.02; or
 - ii. The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.
- 5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
- 6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
- 7) Meadow City Express, under its own authority, also prohibits the consumption of alcohol at all times the employee is on duty, or anytime the employee is in uniform.
- 8) Consistent with the Drug-free Workplace Act of 1988, all Meadow City Express employees are prohibited from engaging in the unlawful

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manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place including transit system premises and transit vehicles.

G. DRUG STATUTE CONVICTION

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the Meadow City Express management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in Section Q of this policy.

H. TESTING REQUIREMENTS

- 1) Analytical urine drug testing and breath testing for alcohol will be conducted as required by 49 CFR Part 40 as amended. All employees covered under FTA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in Section K, L, M, and N of this policy, and return to duty/follow-up.
- 2) A drug test can be performed any time a covered employee is on duty. A reasonable suspicion, random, or follow-up alcohol test can only be performed just before, during, or after the performance of a safety-sensitive job function. Under Meadow City Express authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.
- 3) All covered employees will be subject to urine drug testing and breath alcohol testing as a condition of ongoing employment with Meadow City Express. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in Section Q of this policy.

I. DRUG TESTING PROCEDURES

- 1) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.

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- 2) The drugs that will be tested for include marijuana, cocaine, opioids, amphetamines, and phencyclidine. After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) or Liquid Chromatography/Mass Spectrometry (LC/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS or LC/MS test are above the minimum thresholds established in 49 CFR Part 40, as amended.
- 3) The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to Meadow City Express. If a legitimate explanation is found, the MRO will report the test result as negative.
- 4) If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.
- 5) Any covered employee who questions the results of a required drug test may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice

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of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. Meadow City Express will ensure that the cost for the split specimen analysis is covered in order for a timely analysis of the sample, however Meadow City Express will seek reimbursement for the split sample test from the employee.

- 6) If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled.
- 7) The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary specimen is positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year. If the primary is positive, the primary and the split will be retained for longer than one year for testing if so requested by the employee through the Medical Review Officer, or by the employer, by the MRO, or by the relevant DOT agency.
- 8) Observed collections
 - a. Consistent with 49 CFR Part 40, as amended, collection under direct observation (by a person of the same gender) with no advance notice will occur if:
 - i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to Meadow City Express DAPM and/or DER that there was not an adequate medical explanation for the result;
 - ii. The MRO reports to the Meadow City Express DAPM and/or DER that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;
 - iii. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).

- iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
- v. The temperature on the original specimen was out of range;
- vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.
- vii. All follow-up-tests; or
- viii. All return-to-duty tests

J. ALCOHOL TESTING PROCEDURES

- 1) Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). A list of approved EBTs can be found on ODAPC's Web page for "Approved Evidential Breath Measurement Devices". Alcohol screening tests may be performed using a non-evidential testing device (alcohol screening device (ASD)) which is also approved by NHTSA. A list of approved ASDs can be found on ODAPC's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids". If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.
- 2) A confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in Section Q. of this policy. Even

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though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day whichever is longer and will be subject to the consequences described in Section Q of this policy. An alcohol concentration of less than 0.02 will be considered a negative test.

- 3) Meadow City Express affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.
- 4) The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

K. PRE-EMPLOYMENT TESTING

- 1) All applicants for covered transit positions shall undergo urine drug testing prior to performance of a safety-sensitive function.
 - a. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.
 - b. An employee shall not be placed, transferred or promoted into a position covered under FTA authority or company authority until the employee takes a drug test with verified negative results.
 - c. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded and the applicant will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.

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- d. When an employee being placed, transferred, or promoted from a non-covered position to a position covered under FTA authority or company authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with Section Q herein.
- e. If a pre-employment test is canceled, Meadow City Express will require the applicant to take and pass another pre-employment drug test.
- f. In instances where a FTA covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.
- g. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- h. Applicants are required (even if ultimately not hired) to provide Meadow City Express with signed written releases requesting USDOT drug and alcohol records from all previous, USDOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. Meadow City Express is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a USDOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a USDOT covered employer, the applicant must provide Meadow City Express proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

L. REASONABLE SUSPICION TESTING

- 1) All Meadow City Express FTA covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance,

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behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under Meadow City Express' authority, a non-DOT reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty.

- 2) Meadow City Express shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in Section Q of this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in Section Q of this policy.
- 3) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to the Meadow City Express DAPM and/or DER.
- 4) When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment consistent with Section Q of this policy. Meadow City Express shall place the employee on administrative leave in accordance with the provisions set forth under Section Q of this policy. Testing in this circumstance would be performed under the direct authority of the Meadow City Express. **Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority.** However, self-referral does not exempt the covered employee from testing under Federal authority as specified in Sections L through N of this policy or the associated consequences as specified in Section Q.

M. POST-ACCIDENT TESTING

- 1) FATAL ACCIDENTS – A covered employee will be required to undergo urine and breath testing if they are involved in an accident with a transit vehicle, whether or not the vehicle is in revenue service at the time of the accident, that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision.

- 2) NON-FATAL ACCIDENTS - A post-accident test of the employee operating the public transportation vehicle will be conducted if an accident occurs and at least one of the following conditions is met:
 - a. The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.
 - b. One or more vehicles incurs disabling damage as a result of the occurrence and must be transported away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, will be tested.

As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.

The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

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Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.

An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

In the rare event that Meadow City Express is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), Meadow City Express may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

N. RANDOM TESTING

- 1) All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees. Employees who may be covered under company authority will be selected from a pool of non-DOT-covered employees.
- 2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.
- 3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates set each year by the FTA administrator. The current year testing rates can be viewed online at <https://www.transportation.gov/odapc/random-testing-rates>.
- 4) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an

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equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.

- 5) Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained separately from the testing pool of non-safety-sensitive employees that are included solely under Meadow City Express authority.
- 6) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can only be performed just before, during, or just after the performance of a safety sensitive duty. However, under Meadow City Express' authority, a non-DOT random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.
- 7) Employees are required to proceed immediately to the collection site upon notification of their random selection.

O. RETURN-TO-DUTY TESTING

Meadow City Express will terminate the employment of any employee that tests positive or refuses a test as specified in section Q of this policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of the transit system, the employee must complete the return-to-duty process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undue concerns for public safety. The SAP will determine whether the employee returning to duty will require a return-to-duty drug test, alcohol test, or both.

P. FOLLOW-UP TESTING

Covered employees that have returned to duty following a positive or refused test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the

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minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations will be conducted under company authority and will be performed using non-DOT testing forms.

Q. RESULT OF DRUG/ALCOHOL TEST

- 1) Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, and will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals (SAP) for assessment, and will be terminated.
- 2) Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- 3) Refusal to submit to a drug/alcohol test shall be considered equivalent to a positive test result and a direct act of insubordination and shall result in termination and referral to a list of USDOT qualified SAPs. A test refusal includes the following circumstances:
 - a. Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
 - b. Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
 - c. Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
 - d. In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.

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- e. Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
- f. Fail or decline to take a second test as directed by the collector or the employer for drug testing.
- g. Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
- h. Fail to cooperate with any part of the testing process.
- i. Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
- j. Possess or wear a prosthetic or other device used to tamper with the collection process.
- k. Admit to the adulteration or substitution of a specimen to the collector or MRO.
- l. Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- m. Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

- 4) An alcohol test result of ≥ 0.02 to ≤ 0.039 BAC shall result in the removal of the employee from duty for eight hours or the remainder or the work day whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to a NONDOT alcohol test with a result of less than 0.02 BAC.
- 5) In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:
 - a. Mandatory referral for an assessment by an employer approved counseling professional for assessment, formulation of a treatment plan, and execution of a return to work agreement;
 - b. Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from Meadow City Express employment.
 - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as described in Section P of this policy; however, all follow-up testing performed as part of a return-to-work agreement required under section Q of this policy is under the sole

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authority of Meadow City Express and will be performed using non-DOT testing forms.

- c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. All tests conducted as part of the return to work agreement will be conducted under company authority and will be performed using non-DOT testing forms.
- d. A self-referral or management referral to the employer's counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in Section Q of this policy.
- e. Periodic unannounced follow-up drug/alcohol testing conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in Section Q of this policy.
- f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with Meadow City Express.
- g. A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.

- 6) Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

R. GRIEVANCE AND APPEAL

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

S. PROPER APPLICATION OF THE POLICY

Meadow City Express is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

T. INFORMATION DISCLOSURE

- 1) Drug/alcohol testing records shall be maintained by the Meadow City Express Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.
- 2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.
- 3) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need to know basis.
- 4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- 5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.
- 6) Records will be released to the National Transportation Safety Board during an accident investigation.
- 7) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.
- 8) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
- 9) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over Meadow City Express or the employee.

10) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken

11) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

PASSED, APPROVED, AND ADOPTED THIS DAY _____ OF
_____, 2019.

Tonita Gurule-Giron, Mayor

Ann Marie Gallegos, Interim City Manager

Attest:

City Clerk

Approved as to legal sufficiency only:

Esther Garduno-Montoya, City Attorney

Attachment A

JOB TITLE	JOB DUTIES	TESTING AUTHORITY
Operations Supervisor/Driver	Supervise Staff, Drive, Dispatch, Office Duties	Meadow City Express
Drivers	Drive, Dispatch	Meadow City Express
Dispatchers	Dispatch, Drive	Meadow City Express

Attachment B Contacts

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individual(s).

Meadow City Express Drug and Alcohol Program Manager

Name: Darlene Arguello
Title: Transit Manager
Address: 500 Railroad Avenue
Las Vegas, New Mexico 87701
Telephone Number: (505) 454-8583
darlenea@lasvegasnm.gov

Meadow City Express Designated Employer Representative

Name: Adrian Jaramillo
Title: Safety Officer
Address: 1700 North Grand Avenue
Las Vegas, New Mexico 87701
Telephone Number: (505) 454-1401 or (505) 429-6326
ajaramillo@lasvegasnm.gov

Medical Review Officer

Name: Stephen Kracht, D.O.
Address: 8140 Ward Pkwy Suite 275
Kansas City, Missouri 64114
Telephone Number: (855) 355-7058
Fax Number: (913) 498-5038

Substance Abuse Professional

Name: Connie Merrell-McDonald, MA, LPCC, LPAT, LADAC, CEAP, SAP
Address: 5916 Anaheim Avenue, Suite B
Albuquerque, New Mexico 87113
Telephone Number: (505) 448-0541 or (505) 400-4806
Fax Number: (505) 239-7128

Name: Martin A. Petsonk
Address: 315 W. Washington Avenue, Suite A
Artesia, New Mexico 88210
Telephone Number: (575) 703-8250
Fax Number: (575) 746-3772

Collection Site

Name: Concentra Santa Fe
Address: 720 St. Michael's Drive
Santa Fe, New Mexico 87505
Telephone Number: (505) 438-9402
Fax Number: (505) 471-9240

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 12/13/2019 DEPT: Police MEETING DATE: 1/08/2020

DISCUSSION ITEM/TOPIC: *Out of state travel to Westminster, Colorado*

BACKGROUND/RATIONALE: Gracie Survival Tactics (GST) Instructor Level 1 Certification will be held in Westminster, Colorado on April 5-10, 2020. One Police Officer will be attending.

Registration for this school/training is \$859.00 with 10% off until February 21, 2020 then the cost will be the regular price of \$995.00. The attendee is requesting to go actual for costs, upon the attendees' return he will request reimbursement for the allowable actual costs of out of pocket expenses for this school/training. The projected cost for the allowable lodging and meals will be \$1,312.00 upon return with receipts. The total cost for this training will be approximately \$2,171.00.

This request is being processed in advance to ensure the attendance of this Police Officer along with the fact that these types of classes fill up quickly, and registration cannot be complete until approved by council.

By allowing the police officer to attend this training the department will benefit by allowing this officer to train our officers and recruits in techniques used to control combative subject(s). The officers will learn self-confidence, self-discipline, and self-control which is crucial in combative situations to keep everyone involved safe.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


TONITA GURULE-GIRON
MAYOR


ANN MARIE GALLEGOS
INTERIM CITY MANAGER

TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

ESTHER GARDUNO-MONTOYA,
CITY ATTORNEY
(ALL RESOLUTIONS, ORDINANCES
& CONTRACTS MUST BE
REVIEWED)



City of Las Vegas

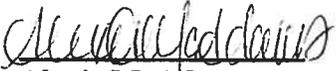
318 Moreno Street • Las Vegas New Mexico 87701 • Ph# (505) 425-7504 • Fax # (505) 425-6346



Chief of Police
David T. Bibb III

MEMORANDUM

TO: Ann Marie Gallegos
Interim City Manager

FROM: 
Alexis McAdams
Administrative Assistant I

DATE 13 December 2019

RE: Out of State- Gracie Survival Tactic Instructor Course

This memo is to advise that the out of state Gracie Survival Tactics Course in Westminster, Colorado was sent to council for approval in October 2019. The request was sent back to the Police Department requesting it to be sent at a closer date to the training which is April 5-10, 2020. The requested send back date was for the January 2020 sessions.

A friendly reminder to approving members that this is a course that fills up quickly and registration is coming up for the discounted 10%.

If you should have any questions please contact me. Thank you for your consideration to this matter.

XC: File

CITY OF LAS VEGAS OUT OF STATE TRAVEL AUTHORIZATION

No. _____

1. NAME, HOME ADDRESS & ZIP CODE WORK PHONE NO. Antonio Salazar	2. DEPARTMENT NAME & NO. Police	3. CONFERENCE SCHOOL <input checked="" type="checkbox"/> OTHER Defensive Level Tactics Exercise	4. DESTINATION Westminister, Colorado
5. DEPARTURE DATE & HOUR 4/5/20 1pm	6. RETURN DATE & HOUR 4/10/20 9am	7. TOTAL DAYS/HOURS 5 days 4 hours	8. WHERE CAN YOU BE REACHED?
9. NAME OF SCHOOL CONFERENCE OF OTHER Gracie University	10. MEETING DATES 4/5-10/20	11. ARE OUTSIDE FUNDS BEING CONTRIBUTED TOWARD THE TRIP? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO PROVIDE DETAILS.	12. TYPE OF REQUEST <input checked="" type="checkbox"/> ACTUAL <input type="checkbox"/> PER DIEM

13. CITY VEHICLE NO. _____ PRIVATE VEHICLE _____ PUBLIC CONVEYANCE _____
(PLANE, TRAIN, ETC.)

14. PER DIEM $5d 4H \times 115 + 12 = 587^{00}$ DAYS/HOURS RATE/DAY TOTAL	15. MILEAGE _____ X _____ = _____ DISTANCE RATE / MILE TOTAL
--	---

ESTIMATED COST OF TRIP	LINE ITEM	SPECIAL INSTRUCTIONS
TRAVEL	\$ \emptyset	
REGISTRATION	\$ 859 ⁰⁰	
*HOTEL (Actual)	\$ 215 ⁰⁰ X 5 + 12 ⁰⁰ = 1087 ⁰⁰	Projected cost upon receiving receipts
*PERDIEM	\$ \emptyset	
*MEALS (Actual)	\$ 45 ⁰⁰ X 5 = 225 ⁰⁰	Projected cost upon receiving receipts.
*OTHER	\$ \emptyset	
TOTAL	\$ 3,171 ⁰⁰	
TOTAL AUTHORIZED ADVANCE		\$ 1,312 ⁰⁰ Reimbursement for Actual.

*ADVANCE SHALL NOT EXCEED 80% OF THESE COSTS

I AUTHORIZE THE CITY OF LAS VEGAS TO DEDUCT FROM MY BI-WEEKLY PAY CHECK THE AMOUNT OF ADVANCE INDICATED ABOVE + \$15.00 PENALTY IS ALL TRAVEL DOCUMENTS ARE NOT PROPERLY FILED IN ACCOUNTS PAYABLE 5 WORKING DAYS AFTER THIS TRIP IS CONCLUDED.

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.

EMPLOYEE SIGNATURE _____	DATE _____	SOCIAL SECURITY NUMBER _____
--------------------------	------------	------------------------------

APPROVED: _____	FOR ACCOUNTING ONLY
MAYOR & COUNCIL MEETING DATE _____	

APPROVED: _____	_____
AUTHORIZED SIGNATURE _____	DATE _____

APPROVED: _____	REVIEWED FOR COMPLETENESS: _____
CITY MANAGER _____	DATE _____
FINANCE DIRECTOR _____	DATE _____

REASON FOR REQUEST OF ACTUAL EXPENSE REIMBURSEMENT: _____

CITY MANAGER APPROVAL REQUIRED FOR ADVANCE ON ACUTAL-----APPROVED () NOT APPROVED ()

CITY MANAGER SIGNATURE _____

DISTRIBUTION OF COPIES: FINANCE DEPARTMENT-WHITE; CITY MANAGER DEPARTMENT-GREEN; YELLOW VOUCHER SUBMITTED WITH REIMBURSEMENT VOUCHER; TRAVELER-PINK; DEPARTMENT-GOLDENROD.

ATTACH COPIES OF BROCHURES AND ANY OTHER INFORMATION REGARDING REASON FOR TRAVEL.



City of Las Vegas

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David T. Bibb III
Chief of Police

MEMORANDUM

TO: David T. Bibb
Chief of Police

FROM: 
Antonio Salazar
Police Officer

RECEIVED

OCT 30 2019

BY: 

THRU: 
Eric Padilla
Field Operations
Commander

XC: Training File
File





City of Las Vegas

318 Moreno Street • Las Vegas New Mexico 87701 • Ph# (505) 425-7504 • Fax # (505) 425-6346



David T. Bibb III
Chief of Police

DATE: 9/18/2019

RE: Request for Training for Gracie Survival Tactics Instructor Level I Cert

This memo is a request to attend the Gracie Survival Tactics (GST) Instructor Level I Certification course on April 6-10, 2020 hosted by the Arvada Police Department in Westminster Colorado. I am respectfully requesting to attend GST Instructor Level I Certification course. I am requesting to attend the training actual pay and not advanced per-diem. During this training survival and escape strategies, weapon retention techniques, arrest and control procedures and Gracie teaching methodologies. This course will teach the methodologies that can be applied to any skill, not just defensive tactics. The Gracie methodologies have been perfected over nearly a century.

Upon completion of this training I will train Officer/Recruits of this Department to:
This training will enable me to teach self-discipline and self-confidence to the Officer/Recruits of this department. Officers will acquire techniques that can be used to control combative subject/subjects. It can be utilized in situations where force is needed to control subjects who are passive resisting. Officers can gain compliance of a subject using very simple and effective joint manipulation, with little to no injury to the subject. With proper use of technique learned in this training an Officer will be more aware of the force necessary to control a situation. It can also be used in a deadly force situation. If a trained Officer is encountered with deadly force in close combat, an Officer can utilize techniques to control and possibly eliminate the use of deadly force. Officers will have more tools to use in a situation other than just my mechanical weapons. Officers will learn how to handle a subject with little force to no force. If an Officer is confronted with a combative subject and finds themselves in a vulnerable situation where the subject has the upper hand in a scuffle, Officer will be able to understand the position they are in and without panic, gain control of the subject (without using a firearm). Officer will learn self-discipline because he/she will learn when or when not to use force. I will make myself available to train Officers on a regular basis to become consistent with technique. LEO's cannot afford to hesitate, as hesitation can lead to injury or death of an Officer. Officers will have each technique applied to them in training sessions. These training sessions will allow Officers to understand the proper amount of force used for each technique, therefore using more self-control.

XC: Training File
File





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David T. Bibb III
Chief of Police

When an Officer uses other tools such as an asp (baton), mace (OC spray) and firearm to control a situation, there will most likely be a civil suit that follows. When an Officer applies the techniques learned through this training there may be less liability on the Officer and Office (especially when deadly force is required). The Gracie Academy is certified. Rorion and Royce Gracie along with the Gracie family are experts of their art and have been students of the art for centuries. Rorion and Royce Gracie have completed rigorous Instructor Certification Programs to be able to teach and train LE Agencies. Upon successful completion of the Level 1 GST Instructor Course, I receive an Instructor Certificate valid for 18 months, (long with the free online course, 1 year) during this 18-month certification period, if any excessive force allegations arise involving the use of the GST techniques, members of the Gracie family will be available to testify as "subject matter experts" on behalf of our Department.

Basic MMA trainings are more accessible to the public through the use of internet and actual live training classes. About 1 out of every 100 people knows and trains MMA. Some MMA organizations have over 300,000 students enrolled in their gyms across the Country. This information comes from Martial Arts Beta (statistics website). In the City of Las Vegas a LEO may encounter at least 3 people (per call for service) on average who know some sort of MMA. The small percentage of the population of Las Vegas, are the individuals us as Officers deal with may have some type of MMA training. This is important to recognize because Officers may not have adequate/up to date training to apprehend or defend against these individuals. With very basic Jujitsu/MMA techniques a person can easily escape from apparition of LEO's, even gain control of a LEO and possibly his/her weapons. This leaves Officers of Las Vegas exposed to serious injury and possibly the loss of their lives. According to the FBI in 2009, there were 57,268 sworn LEO assaulted in the line of duty. The largest percentage of victim Officers (32.6) were assaulted during disturbance calls. Of the assaults, 81.4 percent (46,616) were committed by unarmed assailants who only used their person weapons (hands, fist, feet, etc.) to assault the Officer. "A problem understood is a problem half solved". The Gracie Academy will instruct me on how to apply each technique as well as escape from the techniques. Upon completion of The Gracie Academy, I will have access to their free online training courses. This will help me keep my training in an advanced level and up to date. I will intern, train Officers of our Department in the same training. This is an advanced training.

I hope you allow me to attend this training to give me the opportunity to show you it will benefit our Department. As you can see I am very passionate about this subject and would like to hold more responsibilities in this department. I have over 7 years of Law Enforcement experience and 6 more years of experience in corrections. I am a certified instructor and a First Line Supervisor.

The class will cost \$859.00 if enrolled by February 21, 2020 we will receive a 10% discount on this price. The completion of this course will also include a free online course. This training is certified and accredited through the New Mexico Law Enforcement Academy. This cost greatly outweighs the cost of potential civil torts and liability to The Las Vegas Police Department as a whole.

XC: Training File
File





City of Las Vegas

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David T. Bibb III
Chief of Police

To consider: Though this training is out of state, it is only 5 hours away. Department is limited on Defensive Tactic instructors as result of Officers leaving to other agencies. I have no interest in working in any another agency. My home and family is here in Las Vegas and I have no desire in traveling for employment. My goal is to advance my way up to Command staff in the Las Vegas Department. Please consider these facts when making your decision.

Should you have any questions, please do not hesitate to contact me. Thank you for your consideration in this matter.

Review by:

Marla Martinez
Marla Martinez, Finance Specialist

10/30/19 *Annual Fund Budget*
Date

Beatrice Salazar
Beatrice Salazar, Grants Administrator

10/30/19 *no grant funds for out of state training*
Date

~~Approved~~ ~~Disapproved~~
David T. Bibb III
David T. Bibb
Chief of Police

10-30-19
Date

XC: Training File
File



March 30 - April 3, 2020

Location Information

(https://store.gracieuniversity.com/gst_hosting/GSTWestPalmBeachFLMarch2020_V2.xlsx.pdf)

Enroll by February 14, 2020 to receive 10% OFF on tuition.

Full Certification (https://store.gracieuniversity.com/categories/military_and_law_seminars/GSTCERT30-3APR20.html) (~~\$995~~) - **(\$895)**: Email Jackie@gracieuniversity.com (<mailto:Jackie@gracieuniversity.com>) to reserve your spot

Recertification (https://store.gracieuniversity.com/categories/military_and_law_seminars/GSTRECERT30-3APR20.html#) (~~\$795~~) - **(\$715)**: Email Jackie@gracieuniversity.com (<mailto:Jackie@gracieuniversity.com>) to reserve your spot

Westminster, CO (TENTATIVE) NEW Location Added!

April 6 - April 10, 2020

Location Information (https://store.gracieuniversity.com/gst_hosting/GSTWestminsterCOApril2020.xlsx.pdf)

Enroll by February 21, 2020 to receive 10% OFF on tuition.

Full Certification (https://store.gracieuniversity.com/categories/military_and_law_seminars/GSTCERT6-10APR20.html#) (~~\$995~~) - **(\$895)**: Email Jackie@gracieuniversity.com (<mailto:Jackie@gracieuniversity.com>) to reserve your spot

Recertification (https://store.gracieuniversity.com/categories/military_and_law_seminars/GSTRECERT6-10APR20.html) (~~\$795~~) - **(\$715)**: Email Jackie@gracieuniversity.com (<mailto:Jackie@gracieuniversity.com>) to reserve your spot

Montgomery County, MD NEW Date Added!

May 4 - May 8, 2020

Location Information

(https://store.gracieuniversity.com/gst_hosting/GSTMontgomeryCountyMDMay2020V2.pdf)

Enroll by March 20, 2020 to receive 10% OFF on tuition.

Full Certification (https://store.gracieuniversity.com/categories/military_and_law_seminars/GSTCERT4-8MAY20.html#) (~~\$995~~) - **(\$895)**: Email Jackie@gracieuniversity.com (<mailto:Jackie@gracieuniversity.com>) to reserve your spot

Recertification (https://store.gracieuniversity.com/categories/military_and_law_seminars/GSTRECERT4-8MAY20.html) (~~\$795~~) - **(\$715)**: Email Jackie@gracieuniversity.com (<mailto:Jackie@gracieuniversity.com>) to reserve your spot

Omaha, NE NEW Date Added!

June 1 - June 5, 2020

Location Information (https://store.gracieuniversity.com/gst_hosting/GSTOmahaNEJune2020.xlsx.pdf)

Enroll by April 17, 2020 to receive 10% OFF on tuition.

Full Certification (https://store.gracieuniversity.com/categories/military_and_law_seminars/GSTCERT1-5JUN20.html#) (~~\$995~~) - **(\$895)**: Email Jackie@gracieuniversity.com (<mailto:Jackie@gracieuniversity.com>) to reserve your spot

Recertification (https://store.gracieuniversity.com/categories/military_and_law_seminars/GSTRECERT1-5JUN20.html) (~~\$795~~) - **(\$715)**: Email Jackie@gracieuniversity.com (<mailto:Jackie@gracieuniversity.com>) to reserve your spot

Ft. Benning, GA NEW Date Added!



PERSONNEL RULES

66 Attachment 2

City of Las Vegas

Application for Training Reimbursement

DATE: 9-18-2019
NAME: Antonio Salazar
JOB TITLE: officer
DEPARTMENT: LVPD
DESCRIPTION OF TRAINING: Advanced Defensive Tactics Instructor
stand-up and ground techniques

LOCATION OF TRAINING: 6080 west 92nd Ave Westminster CO 80031

DATE(S) OF TRAINING: April 6-10, 2020

DESCRIBE HOW THE TRAINING IS RELATED TO YOUR JOB: Train new and
current officers in defensive tactics. Train proper control of combative
subjects. Help keep officers safe.

PERCENT OF CITY CONTRIBUTION REQUESTED: 100 %

I understand that by applying for City contribution for this training that I am agreeing that if I terminate with the City of Las Vegas for any reason within one year of completion of this training that the City's contribution towards the training will be deducted from my final paycheck. I further understand that I will receive no reimbursement from the City for this training until I have provided adequate documentation that I have completed the training with a passing grade.

A Salazar 520
Employee Signature

Antonio Salazar
Print Name

Approved/Disapproved:

_____ for _____ %
Department Director

_____ for _____ %
City Manager

xc: Employee
Department Director
Human Resource Department/Personnel File



City of Las Vegas

318 Moreno Street • Las Vegas New Mexico 87701 • Ph# (505) 425-7504 • Fax # (505) 425-6346



David T. Bibb III
Chief of Police

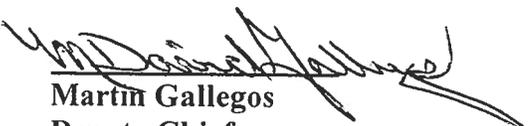
MEMORANDUM

TO: David T. Bibb
Chief of Police

FROM: 
Antonio Salazar
Police Officer

RECEIVED

SEP 26 2019

THRU: 
Martin Gallegos
Deputy Chief

BY: 


Eric Padilla
Field Operations
Commander


Pamela Sandoval
Training and Recruiting
Commander


David Trujillo
Acting Lieutenant


David Lautalo
Sergeant

XC: Training File
File





City of Las Vegas

318 Moreno Street • Las Vegas New Mexico 87701 • Ph# (505) 425-7504 • Fax # (505) 425-6346



David T. Bibb III
Chief of Police

DATE: 9/18/2019

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XC: Training File
File





City of Las Vegas

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David T. Bibb III
Chief of Police

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XC: Training File
File





City of Las Vegas

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David T. Bibb III
Chief of Police

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Should you have any questions, please do not hesitate to contact me. Thank you for your consideration in this matter.

Review by:

Marla Martinez, Finance Specialist

Date

Beatrice Salazar, Grants Administrator

Date

Approved/Disapproved

David T. Bibb
Chief of Police

Date

XC: Training File
File



**Gracie Survival Tactics (GST) Military/Law Enforcement Instructor Certification Course
LEVEL 1 CERTIFICATION**

Host Accommodations & Training Facility Information

City & State of GST Training:	Westminster, CO (USA)
Date of Training:	April 6-10, 2020 (Mon - Friday) for Certification & Re-Certification
Training Hours (30 hours total / 5-Days):	8:00 am to 2:30 pm daily (minimal breaks) - Total 6 hrs daily
First & Last Name of Host:	Jason Ammon
Title of Host:	Sergeant-Administration, Head of Arrest Control Program
Agency Host:	Arvada Police Department
Work Telephone:	(720) 898-6846
Mobile Telephone:	(303) 419-8845
Other Telephone:	(303) 419-1208
Fax:	(720) 898-6701
Host Email:	jammon@arvada.org
Name of Training Facility:	303 Training Center
Full Address of Training Facility:	6080 West 92nd Avenue, Westminster, CO 80031
Square Footage of Matted Area:	2900 sqft.
Parking Information:	Parking on-site, free
Are Lockers available?	Partial (cubbys on wall)
Are Showers available?	No
Are weapons allowed in facility?	No
Describe Security access to facility:	Main entrance-will be unlocked
Nearest Major Airport:	Denver Int'l Airport
Driving minutes from airport to facility:	40
Hotels in Area:	Springhill Suites By Marriott-6845 W 103rd Ave, Westminster, CO 80021; Hampton Inn Denver-Northwest/Westminster-5030 W 88th Pl, Westminster, CO 80030; DoubleTree by Hilton Hotel Denver/Westminster-8773 Yates Dr, Westminster, CO 80031; Quality Inn & Suites Westminster/Broomfield- 10179 Church Ranch Way, Westminster, CO 80021
Nearby Restaurants:	Rock Bottom, Bonefish Grille, Hoffbrau, 3 Margarias, La Hacienda, Bjs Grill, Qdoba, Starbucks, Carraba's Italian Grill, Joe's Crab Shack
Nearby Attractions:	Adventure Golf & Raceway- 9650 Sheridan Boulevard, Westminster, CO 80031; AMC Promenade Movie Theater-10655 Westminster Blvd, Westminster, CO 80020; Olde Town Arvada, 5800 Wadsworth Blvd, Arvada
Attire & Equipment to Bring for Participants:	<ul style="list-style-type: none"> - Tops: T-shirt (Long Sleeve recommended) or sweats. No Gi top! - Bottoms: Long loose fitting athletic pants, tactical pants or Gi pants. Shorts acceptable but not recommended. - Feet: Barefoot recommended- no footwear other than wrestling shoes. - REQUIRED on the Last Day of Training: Duty Belt / Gun Belt with training gun (injection-molded, plastic or rubber) - Please no live lethal guns, chemical/OC sprays, knives live TASERS/CEWs in the training site. - If you are a detective or in CID and only wear a belt with a holster, then it is acceptable to wear that holster (or a similar training holster) with a training gun (injection molded, plastic or rubber gun) - Don't forget to wear inner belt so that the gun belt can be securely fastened. - Optional: Groin & mouth protection. Load bearing equipment (helmet, body armor, gear, duty belt, etc.) is not part of training but may be used with permission from instructor on last day of training - Other: Bring snacks, fruit & hydration drinks. Finger & toe nails must be clipped.
GST Overview:	<ul style="list-style-type: none"> - The GST course consists of 23 stand-up & ground techniques, taught in 30 hours over a 5-day period. - Techniques address most common threat scenarios encountered by Military & Law Enforcement personnel in the field. - These Gracie Survival Tactics (GST) are extremely effective when you are up against much larger & stronger opponents. - Instructors reduce liability for their agency when they learn safe, effective & proven reality-based techniques. - What sets GST apart from all other similar Instructor Certification Courses is the Gracie University Instructors' exclusive teaching techniques. Drawing from over 85 years of experience, teaching thousands of military & law enforcement personnel & many thousands more students from all walks of life, the Gracies' have developed a detailed, systematic approach in presenting their knowledge known today as the Gracie Teaching Methodologies. This will insure that course graduates can effectively impart their newfound knowledge & skills of GST to other members of their organization, using the best teaching skills ever developed in this field. In addition to the Hands-On course, graduates will receive the entire Level 1 video course online (www.GracieUniversity.com) to use for future reference and refresher training. The online GST access will remain for the duration of the certification period. - Open only to active (reserve/guard okay) Military personnel, Law Enforcement personnel, and Firefighters/EMTs. Disclaimer: All non-US based LE and MIL personnel must be pre-approved before registering. To begin the approval process, please contact our GST Director below. - All GST courses are taught by a Gracie University Master Instructor.
Gracie University GST Website:	www.GracieUniversity.com/GST
Director of Military & Law Enforcement Combatives:	Cell: 817-692-8303 Email: GST@GracieUniversity.com



Alexis Mcadams <amcadams@lasvegasnm.gov>

Re: GST Level 1 Cert Westminster, Co

1 message

Charles Fernandez <charles@gracieuniversity.com>
To: Alexis Mcadams <amcadams@lasvegasnm.gov>

Tue, Oct 29, 2019 at 6:37 PM

Hi Alexis,

Thank you for reaching out.

Unfortunately to register/ reserve slots one must either pay the tuition or send us a purchase order.

The good news is that there are still plenty of space in that seminar so you have some time before it sells out.

When you have approval to register, you can go here: https://store.gracieuniversity.com/categories/military_and_law_seminars/GSTCERT6-10APR20.html

Or, if you plan to pay by purchase order, you can contact Jackie, our Director of Student Services at: 310-893-0400 ext. 2, email: jackie@GracieUniversity.com Also, Jackie can send you an invoice if you need one.

Let me know if I can be of further assistance.

For Your Survivability,

Charlie Fernandez
Director MIL/LE Combatives/GST
Gracie Jiu-Jitsu Academy
2440 W. Carson St.
Torrance, CA 90501
Mobile: +(817)692-8303
Email: GST@GracieUniversity.com

On Oct 29, 2019, at 5:05 PM, Alexis Mcadams <amcadams@lasvegasnm.gov> wrote:

Good afternoon,

I am emailing to register one of our Police Officers for the GST Course in Colorado held on April 6-10, 2020.

This needs to go through some steps on my end to get approved, but if disapproved I am also in need to know the cancelation policy.

The officers name is Antonio Salazar. If you should need more information please don't hesitate to contact me.

Have a great day.

Alexis McAdams
Administrative Assistant I
Las Vegas Police Department
318 Moreno Street
Las Vegas, NM 87701
Phone: (505)425-7504 ext. 3100
Fax: (505)425-6346
Email: amcadams@lasvegasnm.gov

This communication is the property of The City of Las Vegas and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have

received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.



City of Las Vegas

318 Moreno Street • Las Vegas New Mexico 87701 • Ph# (505) 425-7504 • Fax # (505) 425-6346

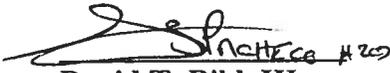


David T. Bibb III
Chief of Police

MEMORANDUM

TO: Tonita Gurule-Giron
Mayor City of Las Vegas

FROM: 
Eric N. Padilla
Commander

THRU: 
David T. Bibb III *For Chief Bibb*
Chief of Police

DATE: November 5, 2019

RE: Gracie Survival Instructor Level 1

This memorandum is in addition to send officer Antonio Salazar to Gracie Instructor Survival Level 1 course in Westminster Colorado April 5-10, 2020. There are no courses in New Mexico that offer this course of study. The course is to learn defensive tactic techniques so Officer Salazar can bring back the knowledge to teach current and future officers of the department. The police department will pay all costs for this course out of the department's general fund. We do not have grants funds available for out of state travel due to strict guidelines under grant allocated funds.

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 12/20/19

DEPT: POLICE

MEETING DATE: January 8, 2020

DISCUSSION ITEM/TOPIC:*The Las Vegas City Police Department is requesting approval to accept funding in the amount of \$22,420.00 from the New Mexico Department of Transportation, Traffic Safety Bureau.*

BACKGROUND/RATIONALE: The Las Vegas City Police Department is requesting approval to accept funding in the amount of \$22,420.00 to conduct traffic related operations throughout the City and to conduct DWI operations as well.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



**TONITA GURULE-GIRON
MAYOR**



**ANN MARIE GALLEGOS,
INTERIM CITY MANAGER**

**TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)**

**PURCHASING AGENT
(FOR BID/RFP AWARD)**

**ESTHER GARDUNO MONTOYA,
CITY ATTORNEY
(ALL RESOLUTIONS, ORDINANCES
& CONTRACTS MUST BE
REVIEWED)**



New Mexico DEPARTMENT OF
TRANSPORTATION

October 4, 2019

Chief David Bibb
Las Vegas Police Department
318 Moreno Street
Las Vegas, NM 87701

RE: Project Agreement

Dear Chief Bibb:

Enclosed is one fully executed project agreement for the federal 2020 fiscal year. This letter contains information required to meet Federal Funding Accountability and Transparency Act (FFATA) and 2 CFR Part 200 requirements. Please provide a copy of this letter to the person responsible for meeting those requirements at your City, County, Town or Tribal agency. The following table contains the information necessary to meet these requirements.

Project Number	Funding Source	CFDA #	FAIN	Award Date	Amount
20-AL-64-050	23 U.S.C. § 164	20.608	69A37519300001640NMA	8/13/2018	\$11,781.00
20-OP-RF-050	State Road Fund				\$3,079.00
20-PT-RF-050	State Road Fund				\$7,560.00

2 CFR Subpart F 200.500-521

(a) **Audit required.** A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) **Single audit.** A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) **Program-specific audit election.** When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

Michelle Lujan Grisham
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Keith Mortensen
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Vacant
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

(d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

If expenditures are less than \$750,000 during your agency's fiscal year 2019, please submit a statement to the Traffic Safety Division at the address listed on this letterhead. The Statement should read, "We did not meet the \$750,000 expenditure threshold and therefore we are not required to have a single audit performed for FY {19}."

Your agency must submit copies of any audits and review reports which they have had prepared to the Department for informational purposes if requested regardless of whether the criteria for audit or review are met.

Operational Plan

Your agency is required to develop an operational plan to include a jurisdiction-specific performance goal, problem statement, problem identification and basic crash data upon which the project is based. Performance goals should be specific, measurable, action-oriented, realistic, and time-bound.

Performance Indicators

The Department has implemented performance indicators on Department funded law enforcement projects. The performance indicators are as follows:

ENDWI

- Large Agency (Populations above 100,000) – 1 DWI in 28 hours
- Medium Agency (Populations 50,000 – 99,000) – 1 DWI in 32 Hours
- Small Agency (Populations below 50,000) – 1 DWI in 36 hours

BKLUP 1 seat belt or child restraint citation for every 2 hours of enforcement worked.

STEP 2 citations or warnings for every hour of enforcement worked.

At no time does the New Mexico Department of Transportation require an individual officer to issue a specific number of citations during an enforcement period.

We look forward to working with you to prevent injuries and fatalities. Thank you for your cooperation.

Sincerely,



Jeff Barela, Director
Traffic Safety Division

Enclosure

CONTRACT NUMBER: TS04678
GRANTEE DUNS NUMBER: 627298516
VENDOR NUMBER: 0000054343

GRANT AGREEMENT

This Grant Agreement (**Agreement**) is between the New Mexico Department of Transportation (**Department**) and City of Las Vegas (**Grantee**), collectively referred to as "the Parties." This Agreement is effective as of the date of the last party to sign it on the signature page below. The Department and the Grantee agree as follows:

1. **Award.** The Department hereby awards the Grantee funding for the following projects:
 - (a) End Driving While Impaired (**ENDWI**), Project No. 20-AL-64-050, \$11,781.00;
 - (b) Buckle Up (**BKLUP**)/Click It or Ticket (**CIOT**), Project No. 20-OP-RF-050, \$3,079.00;
 - (c) Selective Traffic Enforcement Program (**STEP**)/100 Days and Nights of Summer (**DNOS**), Project No. 20-PT-RF-050, \$7,560.00;
 - (d) Total Funding awarded per this Agreement \$22,420.00.

2. **Scope of Work.** The Grantee shall perform the professional services stated in the following exhibits: **Exhibit A** - ENDWI; **Exhibit B** - BKLUP/CIOT; **Exhibit C** - STEP/DNOS.

3. **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely, properly prepared reimbursement requests as provided in the Department's Electronic Grant Management System or the Traffic Safety Division Financial Management Manual 2019, as directed by the Department. 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 (30) days after termination of this Agreement, unless otherwise approved by the Department.

4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this Agreement. The Grantee shall record costs incurred, services rendered and payment received, and shall maintain these financial records during the term of this Agreement and for three (3) 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 term of this Agreement and for three (3) 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 (30) days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the project, or otherwise used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty days of written notice.

5. **Officials Not to Benefit.** The Parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person's individual capacity, will benefit from this Agreement.
6. **Termination.** The Department may terminate this Agreement for any reason, by giving the Grantee thirty (30) days written notice. On receipt of a "Notice of Cancellation," the Grantee shall suspend work unless otherwise directed by the Department in writing. The Grantee may only terminate this Agreement based on the Department's uncured, material breach of the Agreement and by giving the Department thirty (30) days' written notice. The Parties acknowledge that termination will not nullify obligations incurred prior to termination.
7. **Appropriations.** The Grantee acknowledges that:
 - (a) this Agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;
 - (b) if sufficient appropriations and authorizations are not made, this Agreement will terminate upon written notice by the Department to the Grantee; and
 - (c) the Department will not expend any funds until they are approved for expenditure, and the Department's determination as to whether approval has been granted will be final.
8. **Compliance with Law.** The Grantee, its employees, agents and contractors, shall comply with the following:
 - (a) 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 ADA Amendments Act of 2008, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. Section 21;
 - (b) 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, Sections 28-1-1 through 28-1-15 (and 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, disability, or other protected class 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);
 - (c) state laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, Sections 52-1-1 through 52-1-70, and related regulations;
 - (d) 2 C.F.R. 200, Subpart F - Audit Requirements, Sections 200.500 - 200.521; and
 - (e) those sections in **Exhibit D** labeled "applies to subrecipients as well as states."
9. **Notices.** For a notice under this Agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail return receipt requested and postage prepaid, fax or email; and be addressed as follows:

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

to the Grantee at:
Las Vegas Police Department
Attn: Chief
318 Moreno Street
Las Vegas , NM 87701

10. **Severability.** The terms of this Agreement are lawful; performance of all duties and obligations shall confirm with and do not contravene any state, local, or federal statute, regulation, rule, or ordinance. The Parties intend that if any provision of this Agreement is held to be unenforceable, the rest of the Agreement will remain in effect as written.
11. **Tort Claims.** Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with the Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, as amended. This paragraph is intended only to define the liabilities between the Parties and it is not intended to modify in any way, the Parties' liabilities as governed by common law or the New Mexico Tort Claims Act.
12. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this Agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.
13. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in Section 2.
14. **Term.** This Agreement takes effect upon signature of all Parties. If the Grantee does not deliver the signed Agreement to the Department within sixty (60) days of the Department's signature, the Agreement will be voidable by the Department. The Agreement terminates at 12:00 a.m. on September 30, 2020, unless earlier terminated as provided in Section 6 or Section 7.
15. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law principles, govern all adversarial proceedings arising out of this Agreement.
16. **Amendment.** No amendment of this Agreement will be effective unless it is in writing and signed by the Parties.
17. **No Third-party Beneficiary.** This Agreement does not confer any rights or remedies on anyone other than the Department and the Grantee.
18. **Scope of Agreement and 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.

19. **Disadvantaged Business Enterprise.** The following provision applies to a USDOT-assisted federally funded Agreement only. The recipient shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of any USDOT-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 USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, 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.*).

The remainder of this page is intentionally left blank.

Each party is signing this Agreement on the date stated opposite that party's signature. This Agreement is effective as of the date of the last party to sign it on the signature page below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:  Date: 10/31/19
Cabinet Secretary or Designee

CITY OF LAS VEGAS
By:  Date: 9-26-2019
Title: Interim City Manager
Chief of Police

Approved as to form and legal sufficiency.

By:  Date: 2019.09.23
Assistant General Counsel
Department of Transportation

Approved as to form and legal sufficiency.

By:  Date: 10.17.19
Title: City Attorney

Exhibit A: Scope of Work, Training, Reimbursement and Reporting

END DRIVING WHILE IMPAIRED (ENDWI) Project Number: 20-AL-64-050

- 1. Scope of Work.** The Grantee shall conduct sobriety checkpoints (SCs) and DWI directed enforcement patrols (DDEPs) as negotiated between the Department and the Grantee, in high crash locations identified in data compiled by local, state or federal government agencies and included in the Grantee's Operational Plan. The Department encourages the Grantee to accompany SCs and DDEPs with public information, media and educational activities. SCs must be scheduled to be staffed by at least 8 officers and must last at least 5 hours. If for any reason, the SC is not staffed with the minimum number of officers or was not conducted for the minimum number of hours, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for SCs based on the justification. DDEPs must deploy officers in high crash locations consistent with the enforcement plan. If for any reason the DDEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for DDEPs based on the justification. The Grantee is encouraged to schedule SCs and DDEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, and National DWI Mobilizations as identified below.
- 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 Agreement.

"Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

"Operational Plan" means a plan based on the most 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.

"Winter Superblitz Period" means November 8, 2019 to January 4, 2020.

"St. Patrick's Day Mini Superblitz Period" means March 13 to March 21, 2020.

"Cinco de Mayo May Mini Superblitz Period" means May 1 to May 7, 2020.

"Fourth of July Mini Superblitz Period" means July 1 to July 8, 2020.

"National DWI Mobilization Period" means August 21 to September 7, 2020.
- 3. Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as

possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 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 paid to personnel that worked the SCs and DDEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. The Grantee should submit claims at minimum quarterly no later than January 30th, April 30th and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2020. If the final claim is submitted after October 31, 2020, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:
 - a. pay, including overtime, for officers conducting traffic safety DWI enforcement in areas consistent with the enforcement plan;
 - b. pay, including overtime, for officers attendance at administrative license revocation hearings and court hearings directly related to DWI arrests made while participating in the ENDWI program;
 - c. overtime costs for officers or civilian employees to dispatch or process paperwork directly related to the SCs and/or DDEPs conducted during the claim month. The Grantee can only claim up to 10 percent of the total monthly claim amount; and
 - d. in state travel and related expenses for officers to attend DWI related training approved by the Department in advance, and shall be reimbursed in accordance with the Regulation Governing the New Mexico Per Diem and Mileage Act, 2.42.2 NMAC.
5. **Reporting.** *The Grantee must submit activity reports by the 10th of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.
6. **Funding.** The Department expects the funding source to be 23 U.S.C. Section 164 and the Catalog of Federal Domestic Assistance (CFDA) number to be 20.608. 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	\$11,781.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$11,781.00

7. **Goals.** The Department's performance goals for the state are to limit the increase in alcohol-impaired fatalities to 13.5 percent from 111 in 2017 to 126 by December 31, 2020. (FARS, 5-year averages)

8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

Exhibit B: Scope of Work, Training, Reimbursement and Reporting

BUCKLE UP (BKLUP) and CLICK IT OR TICKET (CIOT) Project Number: 20-OP-RF-050

1. **Scope of Work.** The Grantee shall conduct occupant protection directed enforcement patrols (ODEPs) in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. The Department encourages the Grantee to accompany the ODEPs with public information, media and educational activities. ODEPs must deploy officers in high crash locations consistent with the enforcement plan for occupant protection issues. If for any reason the ODEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for ODEPs based on the justification. The Grantee is encouraged to schedule ODEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, National DWI Mobilizations and the National Click It or Ticket Mobilizations identified below.
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 Agreement.
 - "Directed Enforcement Patrols"** means activities that enforce traffic laws in areas consistent with the agency's operational plan.
 - "Operational Plan"** means a plan based on the most 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.
 - "Winter Superblitz Period"** means November 8, 2019 to January 4, 2020.
 - "St. Patrick's Day Mini Superblitz Period"** means March 13 to March 21, 2020.
 - "Cinco de Mayo May Mini Superblitz Period"** means May 1 to May 7, 2020.
 - "National Occupant Protection Mobilization Click It or Ticket period"** means May 18 to May 31, 2020.
 - "Fourth of July Mini Superblitz Period"** means July 1 to July 8, 2020.
 - "National DWI Mobilization Period"** means August 21 to September 7, 2020.
3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 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 paid to personnel that worked the ODEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. The Grantee should submit claims at minimum quarterly no later than January 30th, April 30th and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2020. If the final claim is submitted after October 31, 2020, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:
- a. pay, including overtime, for officers conducting traffic safety occupant protection focused enforcement in areas consistent with the enforcement plan;
 - b. attendance at, and excess per diem for, operation safe kids training and the four-day NHTSA standardized child passenger safety training; and
 - c. assistance at child safety seat clinics or car seat fitting stations.
5. **Reporting.** *The Grantee must submit activity reports by the 10th of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.
6. **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	\$3,079.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$3,079.00

7. **Goals.** The Department's performance goals for the state are to:
- a. Limit the increase in five-year average unrestrained fatalities to 23 percent from 105 in 2017 to 129 by December 31, 2020. (FARS 5-year averages)
 - b. Increase the seatbelt use percentage by .2 percent from 90.2 in 2018 to 90.4 by December 31, 2020. (State, Annual)

8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

Exhibit C: Scope of Work, Training, Reimbursement and Reporting

SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) and 100 DAYS AND NIGHTS OF SUMMER (DNOS) Project Number: 20-PT-RF-050

1. **Scope of Work.** The Grantee shall conduct directed enforcement patrols (DEPs) in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. The Department encourages the Grantee to accompany the DEPs with public information, media and educational activities. DEPs must deploy officers in high crash locations consistent with the Operational Plan. If for any reason the DEPs were conducted in areas not consistent with the Operational Plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for DEPs based on the justification. *The Grantee is encouraged to schedule DEPS through the grant period with a focus on participating during the 100 Days and Nights of Summer enforcement period which runs June 21, 2020 through September 28, 2020.*
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 Agreement.

"Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

"Operational Plan" means a plan based on the most 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 should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 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 paid to personnel that worked the DEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that was not above and beyond the officer's normal duties. The Grantee should submit claims at minimum quarterly no later than January 30th, April 30th and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2020. If the final claim is submitted after October 31, 2020, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

- a. Pay, including overtime pay, for officers conducting the traffic safety enforcement described in paragraph 1 of this **Exhibit C**; and
 - b. training for officers not previously trained in STEP.
5. **Reporting.** *The Grantee must submit activity reports by the 10th of each month using the activity report form provided unless otherwise directed by the Department. Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.*
6. **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	\$7,560.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$7,560.00

7. **Goals.** The Department’s performance goals for the state are as follows:
- a. Limit the increase in five-year average speeding-related fatalities by 6 percent from 134 in 2017 to 142 by December 31, 2020. (FARS, 5-year averages)
 - b. Limit the increase in alcohol-impaired fatalities to 13.5 percent from 111 in 2017 to 126 by December 31, 2020. (FARS, 5-year averages)
 - c. Increase the seatbelt use percentage by .2 percent from 90.2 in 2018 to 90.4 by December 31, 2020. (State, Annual)
 - d. Reduce the number of fatalities in distracted driving crashes by 3.1 percent from 159 in 2017 to 154 by December 31, 2020. (State, 5-year averages)
8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

Exhibit D: Certifications and Assurances
for Fiscal year 2020 Highway Safety Grants
(23 U.S.C. Chapter 4 and Sec. 1906, Pub. L. 109-59, as Amended)

[The Governor's Representative for Highway Safety must sign these Certifications and Assurances each fiscal year. Requirements that also apply to subrecipients are noted under the applicable caption, and must be included in agreements with subrecipients.]

State: New Mexico

By applying for Federal grants under 23 U.S.C. Chapter 4 or Section 1906, the State Highway Safety Office, through the Governor's Representative for Highway Safety, agrees to the following conditions and requirements.

GENERAL CERTIFICATIONS AND ASSURANCES

In my capacity as the Governor's Representative for Highway Safety, I hereby affirm that-

- I have reviewed the information in support of the State's application for 23 U.S.C. Chapter 4 and Section 1906 grants, and based on my review, the information is accurate and complete to the best of my personal knowledge.
- In addition to the certifications and assurances contained in this document, I am aware and I acknowledge that each statement in the State's application bearing the designation "CERTIFICATION" OR "ASSURANCE" constitutes a legal and binding Certification or Assurance that I am making in connection with this application.
- As a Condition of each grant awarded, the State will use the grant funds in accordance with the specific statutory and regulatory requirements of that grant, and will comply with all applicable laws, regulations, and financial and programmatic requirements for Federal grants, including but not limited to-
 - 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
 - Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
 - 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
 - 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
 - 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- I understand and accept that incorrect, incomplete, or untimely information submitted in support of the State's application may result in the denial of a grant award. If NHTSA seeks clarification of the State's application, I authorize the Highway Safety Office to provide additional information in support of the State's application for a 23 USC Chapter 4 and Section 1906 grant.

SECTION 402 CERTIFICATIONS AND ASSURANCES

In my capacity as the Governor's Representative for Highway Safety, I hereby affirm that-

- The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for 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 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 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 political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and for the benefit of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
- 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 as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to—
 - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
 - Increase use of seatbelts by occupants of motor vehicles;
 - 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, except for the Secretary of Interior on behalf of Indian tribes;

- 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))

In my capacity as Governor's Representative for Highway Safety, I-

certify that automated traffic enforcement systems are not used on any public road in the State:

OR

am unable to certify that automated traffic enforcement systems are not used on any public road in the State, and therefore the State will conduct a survey meeting the requirements of 23 U.S.C. 402(c)(4)(C) AND will submit the survey results to the NHTSA Regional Office no later than March 1 of the fiscal year of the grant.

OTHER REQUIRED CERTIFICATIONS AND ASSURANCES

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

Intergovernmental Review of Federal 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 Subaward 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 Subrecipient will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal

aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

- **Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)** (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Subrecipient —

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

The Drug-Free Workplace Act of 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

- a. 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;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. 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);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

1. Abide by the terms of the statement;
2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. 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;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

Political Activity (Hatch Act)

(applies to subrecipients as well as States)

The Subrecipient 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.

Restrictions 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 Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

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 primary tier 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 tier 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 tier 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 or may pursue suspension or debarment.

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

5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. 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 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 entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "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 and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

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 the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary

Covered Transactions

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions 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 records, 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 tier 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 Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

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 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*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. 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 “Instructions for Lower Tier Participant Certification” including the “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 and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

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 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 participating in covered transactions 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.

Buy America Act

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items 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. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

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 and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

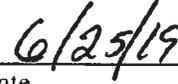
Policy on Banning Text Messaging While Driving

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.

I understand that the information provided in support of the State's application for Federal grant funds and these Certifications and Assurances constitute information upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.



Signature Governor's Representative for Highway Safety



Date

Michael R. Sandoval

Printed Name of Governor's Representative for Highway Safety