



# City of Las Cruces<sup>®</sup>

PEOPLE HELPING PEOPLE

## Council Action and Executive Summary

Item # 4 Ordinance/Resolution# 11-026 Council District:     

For Meeting of August 2, 2010  
(Adoption Date)

**TITLE:**

**A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES POLICE DEPARTMENT VICTIMS ASSISTANCE UNIT TO ACCEPT A \$30,450 GRANT FROM THE STATE OF NEW MEXICO, CRIME VICTIMS REPARATION COMMISSION, WITH A REQUIRED IN-KIND MATCH OF \$7,613, TO RATIFY THE CITY MANAGER'S CONTRACT SIGNATURE AND TO ADJUST THE FY 2011 BUDGET.**

**PURPOSE(S) OF ACTION:** To accept the of Las Cruces Police Department's Victims Assistance Unit's grant for \$30,450 from the State of New Mexico, Crime Victims Reparation Commission for the continued salary support of two Crime Victim Advocates positions, ratify the City Manager signature and adjust the budget.

<b>Drafter and Staff Contact:</b> Maria J. Nape		<b>Department:</b> Finance/GAO		<b>Phone:</b> 541-2104	
<b>Department</b>	<b>Signature</b>	<b>Phone</b>	<b>Department</b>	<b>Signature</b>	<b>Phone</b>
Department Director		529-4160	Budget		541-2107
Other GAO		541-2281	Assistant City Manager		541-2271
Legal		541-2128	City Manager		541-2076

**BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:**

The Las Cruces Police Department (LCPD), Victim Assistance Unit (VAU), has received a grant from the State of New Mexico Crime Victims Reparation Commission for \$30,450 for the continuation of its Victim Assistance program. Funding will specifically support salaries for two Crime Victim Advocates positions in the VAU, and provide funding for one Crime Victim Advocate to attend the Basic Advocate Academy in Socorro, New Mexico. The City of Las Cruces will be required to provide in-kind match funding valued at \$7,613.

**SUPPORT INFORMATION:**

1. Resolution
2. Exhibit "A" – Grant Acceptance Package
3. Exhibit "B" - Award letter
4. Exhibit "C" – Funding contract
5. Exhibit "D" – Budget adjustment

**SOURCE OF FUNDING:**

<b>Is this action already budgeted?</b>	Yes	<input checked="" type="checkbox"/>	See fund summary below
	No	<input type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from:
		<input checked="" type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
	<input type="checkbox"/>	Proposed funding is from fund balance in the _____ Fund.	
<b>Does this action create any revenue?</b>	Yes	<input checked="" type="checkbox"/>	Funds will be deposited into this fund: <u>2405</u>
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

**FUND SUMMARY:**

Fund Name(s) Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
Victim Assistance – Match fund 10147180 - various	\$7,613	\$7,713	\$7,613	Fulfill match requirement
Victim Assistance - Revenue 24140180-552021	\$30,450	\$31,950	\$30,450	Fulfill the scope of the grant activities
Victim Assistance – Expense 24147070-various	\$30,450	\$31,950	\$30,450	Victim Assistance Program Expenses

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will approve the Resolution for the Las Cruces Police Department to accept a grant in the amount of \$30,450 from the State of New Mexico Crime Victims Reparation Commission.
2. Vote "No"; this will reject the Resolution for the City of Las Cruces to accept the grant which funds operations for the Victims Assistance Unit.
3. Vote to "Amend"; this could delay providing needed services for victims.
4. Vote to "Table"; this could delay providing needed services for victims.

**REFERENCE INFORMATION**

The resolution(s) and/or ordinance(s) listed below are only for reference and are not included as attachments or exhibits.

1. Resolution No. 10-201

(Continue on additional sheets as required)

**RESOLUTION NO. 11-026**

**A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES POLICE DEPARTMENT VICTIMS ASSISTANCE UNIT TO ACCEPT A \$30,450 GRANT FROM THE STATE OF NEW MEXICO, CRIME VICTIMS REPARATION COMMISSION, WITH A REQUIRED IN-KIND MATCH OF \$7,613, TO RATIFY THE CITY MANAGER'S CONTRACT SIGNATURE AND TO ADJUST THE FY 2011 BUDGET.**

The City Council is informed that:

**WHEREAS**, the Las Cruces Police Department (LCPD), Victims Assistance unit (VAU) was awarded \$30,450 from the New Mexico Crime Victims Reparation Commission; and

**WHEREAS**, the FY2011 VAU funding requires a minimum 20% match. The City will provide the \$7,613 in-kind match for the program

**NOW, THEREFORE**, Be it resolved by the governing body of the City of Las Cruces:

**(I)**

**THAT** the City of Las Cruces Police Department hereby accepts the \$30,450 in FY 2011 victims Assistance Grant funds on behalf o the Las Cruces Police Department's Victims Assistance Unit.

**(II)**

**THAT** the City of Las Cruces FY 2011 budget is hereby adjusted as designated in Exhibit D and attached hereto as part of this resolution.

**(III)**

**THAT** the City Council ratifies the City Manager's signature on the funding contract.

**(IV)**

**THAT** City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

**DONE AND APPROVED** this 2nd day of August, 2010.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

(SEAL)

VOTE:

Mayor Miyagishima:	_____
Councillor Silva:	_____
Councillor Connor:	_____
Councillor Pedroza:	_____
Councillor Small:	_____
Councillor Sorg:	_____
Councillor Thomas:	_____

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Approved as to Form:

  
\_\_\_\_\_  
City Attorney

## Grant Acceptance Package

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### Grant Acceptance Verification and Signature

Opportunity Title: Victim of Crime Act (VOCA)

Offering Agency: New Mexico Crime Victims Reparation Commission

Opportunity Number: N/A

Amount Awarded: \$30,450

Performance Period: July 1, 2010 – June 30, 2011

Requesting Agency/Department: LCPD/Victim Services

GAO – Grant Writer: Maria Nape

#### SUPPORT INFORMATION:

The City of Las Cruces has been awarded a grant for \$30,450.00 to provide continuing services to victims of crime in Las Cruces, including assisting crime victims with application forms and procedures to receive reparation/compensation for the crime.

#### OPTIONS

1. Agree with request to accept grant funding. Affirmed by signature below and contract execution. Package to be returned to GAO.
2. Disagree, funding agreement to be returned to funder. Unsigned package to be returned to GAO.

**Approved:**

  
 \_\_\_\_\_  
 City Manager

**Approved as to form:**

  
 \_\_\_\_\_  
 City Attorney

CMP #2.2 Effective 07/06/09: The City Manager may authorize the application for any grant with these exceptions:  
 The grant award is anticipated to be in excess of \$50,000 and funding has not been appropriated as part of the current budget.  
 The ARRA grant award is anticipated to be in excess of \$500,000 and funding has not been appropriated as part of the current budget.  
 The acceptance of the grant will require City Council to adjust the current budget to appropriate matching funds.  
 The grant requirements stipulate that the City will continue to operate and fund the project/program after the grant period is complete.  
 The grant requirements stipulate that the City enter into a new Memorandum of Understanding or a Joint Powers Agreement with another entity.

STATE OF NEW MEXICO  
CRIME VICTIMS REPARATION COMMISSION

Exhibit B

BILL RICHARDSON  
GOVERNOR



RECEIVED  
JUN 17 2010  
LCPD-VICTIM ASSISTANCE

KRISTINE RING  
DIRECTOR

June 14, 2010

Ms. Sylvia Hall, Victim Assistance Unit Coordinator  
Las Cruces Police Dept./Victim Assistance Unit  
P.O. Box 20000  
Las Cruces, NM 88004

Dear Ms. Hall:

I am pleased to inform you that your organization has been selected to receive a FY2011 Victims of Crime Act (VOCA) Victim Assistance grant in the amount of \$30,450.00. Please review the material and information enclosed in this packet. Please note the FY2011 VOCA application/RFP packet, the preliminary award letter, this final award letter and the contract contain important information and conditions that pertain to this funding cycle. Please keep it all together and available for reference purposes. All FY2011 awards must end by June 30, 2011.

In addition, the following is enclosed for your agency to complete and mail back to our office by June 22, 2010.

38. FY2011 Office for Victims of Crime (OVC) Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program Contract Award signed by the appropriate authorized official.

**A VOCA Post Award Workshop will be held on Tuesday, July 20, 2010 from 2:00 pm to 5:00 pm at the CVRC Conference Room at the 8100 Mountain Rd. NE Albuquerque.** The conference room is five doors west of suite 106 or the second door on the south side when entering the building from the west side glass doors.

The training will provide information on VOCA Victim Assistance contract, reporting requirements, updated forms and the abc's of what is expected by federal and state guidelines.

Participation at the workshop meets the Special Conditions contractual requirement of attending a CVRC Grants Reporting training for FY10. It is beneficial if the Program Director or someone **directly** involved with the VOCA reporting attend this workshop. No RSVP is required

Please contact Suzanne Lopez, Grants Accountant/Auditor or me at (505) 222-6441 if you have any questions. We are looking forward to working with you this coming grant year.

Sincerely,

Robin Brassie  
VOCA Grant Administrator



NEW MEXICO CRIME VICTIMS REPARATION COMMISSION

**FY2011 Office for Victims of Crime (OVC) Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program Contract Award**

THIS AGREEMENT is made and entered into by and between the NM Crime Victims Reparation Commission and Las Cruces Police Dept./Victim Assistance Unit herein after referred to as the "Contractor/Subgrantee", in the amount of \$30,450.00. The Subgrantee Number is 2011-VA-638. The Federal Grant number is 2010-VA-GX-0000. The CFDA# is 16.575. This award begins July 1, 2010 and ends June 30, 2011. All award amounts are contingent upon the level of VOCA Victim Assistance funding from the Office for Victims of Crime.

The Contractor shall administer the project for which this award is given in accordance with the applicable rules, regulations, and conditions set forth in the Federal and State Guidelines. In addition, the attached Special Conditions must be followed.

1. Payment

Payment is reimbursement only. In order to receive payment, a Cash Reimbursement Packet consisting of an original signed monthly or quarterly federal invoice and two copies must be submitted by the Contractor with a corresponding accounting sheet reporting the previous month's expenditures. A signed original of the Record of Match Expenditures with a corresponding accounting sheet must also be submitted. The expenditures are to be reported by category used on the invoice form. This documentation must be received no later than the 10<sup>th</sup> of the month for the previous month's expenditures or as directed by the Grant Administrator. If documentation is late or inaccurate, reimbursement will be delayed until the following month or until the submitted documentation is corrected.

2. Termination

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty days prior to the intended date of termination.

3. Records and Audit

The Contractor shall maintain detailed records pertaining to the services rendered including financial and programmatic documentation, maintain separate accounts and accounting records for the VOCA Victim Assistance funds, provide CVRC with an audit of the program, the management letter, letter of any findings, and a resolution of all findings. These records shall be subject to inspection by CVRC and its representative(s), the United States Department of Justice, Office of Justice Programs and/or the Office of the Inspector General. CVRC shall have the right to audit the expenditures both before and after payment. Payment under this Agreement shall not foreclose the right of CVRC or the Federal government to recover excessive and/or illegal payments.

4. Assignment

The contractor shall not assign or transfer any interest in this Agreement without prior written approval by CVRC.

#### 5. Amendments

This agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto.

#### 6. Equal Opportunity Compliance

The contractor agrees to abide by all Federal and State laws and rules and regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. The contractor agrees that no person shall, on the basis of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied services, or be otherwise subjected to discrimination under any program or activity performed under this Agreement.

#### 7. Effective Date

This Agreement becomes effective upon date of approval by the CVRC Director. No funds will be disbursed until a signed original of this agreement, and a revised budget have been submitted and approved by CVRC.

#### 8. Release

The Contractor, upon final payment of the amount due under this Agreement, releases CVRC from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

#### 9. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the Grant Administrator. Redacting of audited client records may be done by the Contractor to ensure confidentiality prior to a review. All information furnished to the Contractor under the funded project by victims of crime, including identifying information, is confidential with the following exceptions: a) court subpoena, b) in situation where a trained professional assesses that a victim is in danger of harming themselves or others (ie. suicide or homicide), c) periodic review of files by the CVRC, and d) in the event the victim provides written consent for a release of information. In addition, staff personnel are legally required to report all suspected child abuse and neglect to the NM Children, Youth and Families Department and/or law enforcement.

#### 10. Product of Service

All training materials and brochures funded by the Agreement must state, "Funded by the Office for Victims of Crime VOCA Victim Assistance Grant Program through the New Mexico Crime Victims Reparation Commission".

#### 11. Approval of Personnel

Once work has started, no changes of personnel will be made by the Contractor without the prior written consent of the Grant Administrator. Replacement of any contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. Project staff resumes must be submitted to the Grant Administrator in order for reimbursement of expenditures to occur. Approval of replacement personnel shall not be unreasonably withheld. CVRC shall retain the right to request the removal of any of the Contractor's personnel at any time.

## 12. Indemnification

The Contractor shall hold the state and its agencies and employees harmless and shall indemnify the state and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the contractor, its agents, officers, employees or subcontractors. Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Grant Administrator, its officers or employees.

## 13. Project Reporting

The Contractor must provide quarterly status reports to the Grant Administrator. Status reports will include as a minimum, a discussion of the progress of the primary project components, problems encountered, recommended solutions, and any requested project plan adjustments. This reporting must be received no later than the 10<sup>th</sup> of the month for the previous quarters numbers or as directed by the Grant Administrator

## 14. Limited English Proficiency

The Contractor must have an LEP policy in place and in practice to ensure that LEP persons have meaningful access to the funded project, services and information

## 15. Workers' Compensation

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the Agency.

16. Coordination/Collaboration with the Albuquerque Family Advocacy Center Bernalillo, Sandoval and Valencia County programs serving victims of sexual assault, domestic violence, child and/or elder abuse and stalking must collaborate and coordinate services with the Albuquerque based Family Advocacy Center.

## 17. Collaboration

Cooperate, coordinate, and acknowledge services with other VOCA/VAWA funded programs and other service providers in Contractor's region that serve victims of crime.

## 18. Compensation Training and Assistance

Anyone providing direct services to victims shall attend a minimum of one compensation workshop held by CVRC during the term of the project. Cross training of direct service staff is strongly recommended. In addition, the Contractor agrees to inform and assist potentially eligible victims of crime with compensation.

## 19. Advocacy in Action Conference

Two members of the project's staff shall attend the annual Advocacy in Action Conference.

## 20. Grants Reporting Training

The Contractor's Project Manager and anyone completing the quarterly statistical reports and the Cash Reimbursement Packets must attend the CVRC VOCA/VAWA Grants Reporting training at least once during the term of the project.

## 21. Project Proposal/Dissemination of Project Information

Project staff and consultants must be provided a copy of the project proposal. In addition, the Contractor agrees to disseminate project information to the project staff.

22. Equipment/Technology

The Contractor agrees that all equipment and/or technology purchased with VOCA funds will be used solely to assist victims of crime during, and for three years following the project's termination.

23. Volunteers

The Contractor must utilize volunteers as an integral part of the project.

24. Direct Service

The Contractor is responsible for restricting the use of VOCA funds for direct services to victims of crime only.

25. Demographic Data

The Contractor agrees that information on race, national origin, primary language, sex, age, and physical and mental disability status of victims provided with assistance will be collected and maintained, where such information is voluntarily furnished by those receiving assistance.

26. Program Income

The Contractor agrees that all income generated as a direct result of this project shall be deemed "program income". It must be accounted for and used for the purposes and conditions applicable to the use of the VOCA funds. This is in accordance with regulations for project income under the Common Rule, "Uniform Administrative Requirements for Grant and Cooperative Agreements".

27. Supplanting

The Contractor agrees to supplement and not supplant state or local funds.

28. Immigration and Naturalization Service Employee Eligibility Verification Form

The Contractor agrees to complete and keep on file, as appropriate, Immigration and Naturalization Service Employee Eligibility Verification Form (I-9) on project funded staff. This form is to be used to verify that persons are eligible to work in the United States.

29. Annual Performance Report

The Contractor agrees to submit an annual performance report for each year the project is funded by VOCA, if requested by the Grant Administrator.

30. Food and Beverage

Any Contractor that desires to purchase food or beverages for training purposes must include this in the project budget and justify the need in the budget narrative.

31. Program Documentation

The Contractor agrees to allow CVRC access to the funded project's documentation, client files, and other sources in order to determine that funds are being utilized in accordance with funding/contractual agreements and state and federal guidelines.

32. Federal Guides

The Contractor agrees to abide by the federal guidelines and laws including DOJ Financial Guide and the Final Program Guidelines, Victims of Crime Act FFY1997 Victim Assistance Program.

33. Emergency Funding

If awarded, the Contractor agrees to administer the VOCA Emergency Funds in accordance with the Emergency Fund Guidelines.

34. Victim Advocacy Training

If awarded, the Contractor agrees to send the appropriate number of staff to the Victim Advocacy Training.

Organizations that do not adhere to these responsibilities will be in violation of the terms of Grant, and will be subject to appropriate administrative action, including withholding of funds or possible cancellation of the Grant Award.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature by the required approval authorities below:

CONTRACTING/SUBGRANT AGENCY

Authorized Official: \_\_\_\_\_

TITLE: \_\_\_\_\_ City Manager \_\_\_\_\_

NM Crime Victims Reparation Commission

Director: \_\_\_\_\_

CVRC Board Chairman: \_\_\_\_\_

**CITY OF LAS CRUCES  
ADOPTED BUDGET FY 2010/2011**

<b>FUND</b>	<b>DIVISION</b>		<b>FUND TYPE</b>	
<b>Victims Assistance Fund 2405</b>	<b>Police</b>		<b>Special Revenue</b>	
	<b>FY 2009/10 Projected*</b>	<b>FY 2010/11 Adopted</b>	<b>Adjustment</b>	<b>FY 2010/11 Adjusted</b>
<b>RESOURCES</b>				
Beginning Balance	\$ 0	0		0
<b>REVENUES</b>				
24140180-552999 Victims Assistance Grant	\$ 31,950	31,950	(1,500)	30,450
<b>Total Revenues</b>	\$ 31,950	31,950	(1,500)	30,450
<b>Total Resources</b>	\$ 31,950	31,950	(1,500)	30,450
<b>EXPENDITURES - 24147070</b>				
Salaries	\$ 30,000	30,000	(1,500)	28,500
Operating Expenses	1,950	1,950		1,950
<b>Total Expenditures</b>	\$ 31,950	31,950	(1,500)	30,450
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfer from Fund 101000 - General Fund	\$ 0	0	0	0
<b>Total Other Financing Sources (Uses)</b>	\$ 0	0	0	0
<b>ENDING BALANCE</b>	\$ 0	0	0	0

\*Projected based on 8 months actual through February 28, 2010 and 4 months projected.