

# City of Las Cruces<sup>®</sup>

PEOPLE HELPING PEOPLE

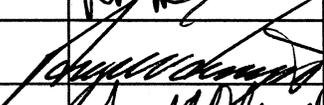
## Council Action and Executive Summary

Item # 5 Ordinance/Resolution# 11-090 Council District:     

For Meeting of October 18, 2010  
(Adoption Date)

**TITLE:** A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES POLICE DEPARTMENT (LCPD) TO ACCEPT THE SUB-GRANT AGREEMENT FOR THE FY 2010 PROJECT SAFE NEIGHBORHOODS GRANT AWARDED BY THE DEPARTMENT OF JUSTICE, THROUGH THE NEW MEXICO DEPARTMENT OF PUBLIC SAFETY IN THE AMOUNT OF \$10,000 WITH NO MATCH REQUIRED, TO RATIFY THE CITY MANAGER'S SIGNATURE TO MEET GRANT AWARD DEADLINE, AND ADJUST THE FY 2011 BUDGET.

**PURPOSE(S) OF ACTION:** To accept the award of \$10,000 from the Department of Justice, Project Safe Neighborhoods (PSN), Grant Accountability & Compliance Section, New Mexico Department of Public Safety, to ratify the City Manager's signature to meet grant award deadlines, and to approve the adjustment of the FY 2011 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>
Police Department		528-4200	Budget		541-2107
GAO		541-2281	Assistant City Manager		541-2271
Legal		541-2128	City Manager		541-2076

**BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:** LCPD will utilize these funds to improve or enhance local law enforcement strategies aimed at reducing gun violence and gun crime; reducing the occurrence of violent gang-related incidents; and reducing the occurrences of gang-related incidents and increase positive outcomes for youth. There is no match requirement. All funds will be provided under the terms of the Sub-Grant Agreement. Effective date of the Sub-Grant Agreement is July 1, 2010 and terminates on June 30, 2011.

**SUPPORT INFORMATION:**

1. Resolution/Ordinance.
2. Exhibit "A" – Grant Application Package
3. Exhibit "B" – Sub-Grant Agreement
4. Exhibit "C" – Budget Adjustment

**SOURCE OF FUNDING:**

<b>Is this action already budgeted?</b>	Yes	<input type="checkbox"/>	See fund summary below
	No	<input checked="" 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 (# and Fund Name) Fund.	
<b>Does this action create any revenue?</b>	Yes	<input checked="" type="checkbox"/>	Funds will be deposited into this fund: <u>2400 Police Fund</u> in the amount of <u>\$10,000</u> for FY11.
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

**BUDGET NARRATIVE**

Project Safe Neighborhoods funds will be deposited into the 2400 Police Fund to be utilized for training, travel and minor equipment for youth gang-related prevention activities. The \$10,000 will impact the LCPD budget by reimbursing the cost of equipment and conference registration/travel expenses.

**FUND EXPENDITURE SUMMARY**

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
N/A					

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will accept \$10,000 in grant funds from Department of Justice and New Mexico Department of Public Safety
2. Vote "No"; this will deny \$10,000 in grant funds for Las Cruces Police Department use.
3. Vote to "Amend"; this could change the sub-grant agreement and delay the process.
4. Vote to "Table"; this could delay the grant reimbursement process irrevocably.

**REFERENCE INFORMATION:**

None.

**RESOLUTION NO. 11-090**

**A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES POLICE DEPARTMENT (LCPD) TO ACCEPT THE SUB-GRANT AGREEMENT FOR THE FY 2010 PROJECT SAFE NEIGHBORHOODS GRANT AWARDED BY THE DEPARTMENT OF JUSTICE, THROUGH THE NEW MEXICO DEPARTMENT OF PUBLIC SAFETY IN THE AMOUNT OF \$10,000 WITH NO MATCH REQUIRED, TO RATIFY THE CITY MANAGER'S SIGNATURE TO MEET GRANT AWARD DEADLINE, AND ADJUST THE FY 2011 BUDGET.**

The City Council is informed that:

**WHEREAS**, the U.S. Department of Justice, Project Safe Neighborhoods (PSN), Grant Accountability & Compliance Section, through the New Mexico Department of Public Safety has awarded the City of Las Cruces Police Department the Project Safe Neighborhoods (PSN) Grant; and

**WHEREAS**, the funding award is \$10,000 with no match required from the City of Las Cruces; and

**WHEREAS**, these funds will be utilized to improve or enhance local enforcement of strategies aimed at reducing gun violence and gun crime; reducing the occurrence of violent gang-related incidents; and reducing the occurrences of youth gang-related incidents and increase positive outcomes for youth.

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

**(I)**

**THAT**, the City of Las Cruces is authorized to accept the grant on behalf of the Las Cruces Police Department from the U.S. Department of Justice,

Project Safe Neighborhoods (PSN), Grant Accountability & Compliance Section, through the New Mexico Department of Public Safety; and

(II)

THAT, the Council does ratify the signature of the Mayor approving acceptance of the award to meet the grant award deadline and approve the adjustment of the FY 2011 budget as indicated in Exhibit "C" attached hereto, to reflect the \$10,000 award; and

(III)

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

DONE AND APPROVED this 18<sup>th</sup> day of October 2010.

(SEAL)

ATTEST:

City Clerk

\_\_\_\_\_

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

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

APPROVED:

\_\_\_\_\_  
Mayor

VOTE:

Mayor Miyagishima: \_\_\_\_\_

Councillor Silva: \_\_\_\_\_

Councillor Connor: \_\_\_\_\_

Councillor Pedroza: \_\_\_\_\_

Councillor Small: \_\_\_\_\_

Councillor Sorg: \_\_\_\_\_

Councillor Thomas: \_\_\_\_\_

APPROVED AS TO FORM

*[Handwritten Signature]*  
\_\_\_\_\_  
City Attorney

## Grant Acceptance Package

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### Grant Acceptance Verification and Signature

Opportunity Title: 2010 Project Safe Neighborhoods

Offering Agency: U.S. Dept. Justice, Office of Justice Programs,  
through NM Dept. Public Safety

Opportunity Number: 10-PSN-LCPD-SFY-11

Amount Awarded: \$10,000

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

Requesting Agency/Department: Las Cruces Police Department (LCPD)

GAO – Grant Writer: Maria Nape

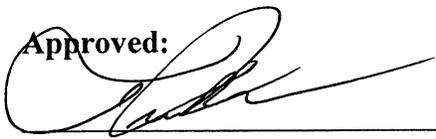
#### SUPPORT INFORMATION:

The New Mexico Dept. Public Safety has awarded the LCPD funding of \$10,000 from federal US Dept. Justice funds - for Project Safe Neighborhoods to address gang violence. The funds will be used for training and equipment.

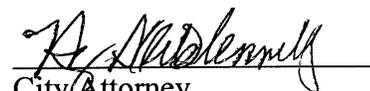
#### OPTIONS

1. Agree with request to accept grant funding. Affirmed by signature below. 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.

Agreement Number: 10-PSN-LCPD-SFY11

## 2010 Project Safe Neighborhood Award

This Agreement made and entered into this July 1 day of 2010, by and between the New Mexico Department of Public Safety, acting through the Grants Management Bureau (GMB) herein referred to as the "BUREAU" and Las Cruces Police Department, herein referred to as the "SUB-GRANTEE".

**WHEREAS**, this Sub-grant Agreement is made by and between the Bureau and the Sub-grantee, pursuant to the authority of Public Law. 110-5, embedded sections. 101-104; Public Law. 109-108, 119 Stat. 2290, 2302, FY09 (BJA – PSN) Public Law. No. 111-8, 123 Stat. 524, 583; and

**WHEREAS**, Project Safe Neighborhoods (PSN) is a nationwide network designed to create safer neighborhoods by reducing gun violence and gun crime, and sustaining that reduction. The program's effectiveness is based on the cooperation of local, state, and federal agencies in a unified offensive led by the U.S. Attorney (USA) in each of the 94 federal judicial districts. Each USA is responsible for establishing a collaborative PSN Task Force of federal, state, and local law enforcement and other community members to implement PSN initiatives within the district; and

**WHEREAS**, through the PSN Task Force, each USA will implement the five core elements of PSN—partnerships, strategic planning, training, outreach, and accountability—to address specific gun-crime problems in that district. Details on the five elements can be found online at <http://www.ncjrs.gov/html/bja/205263/>; and

**WHEREAS**, the New Mexico Department of Public Safety will use their 2009 PSN funds to strengthen community, education, law enforcement, probation and parole, medical, and prosecution coordination efforts in responding to gun violence in schools and the community; and

**WHEREAS**, it is necessary for the Sub-grantee to enter into this Agreement with the Bureau in order to receive and expend funds from the PSN Program for the purpose of implementing activities that qualify for funding under the PSN Program by direction from the U.S. Attorney's Office.

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

### SECTION ONE: PURPOSE

The purpose of the Agreement is to specify and delineate the rights and duties of the parties hereto as described in the 2010 Project Safe Neighborhoods Solicitation, and any other relevant rules, laws, and regulations. The 2010 PSN solicitation can be found at <http://www.ojp.usdoj.gov/BJA/grant/10PSNsol>

### SECTION TWO: SCOPE OF WORK

1. The Sub-grantee agrees that it shall implement its program as detailed in the Goals/Objectives and Program Description Form (attached and incorporated herein as Attachment A) and a Detailed Budget Worksheet (attached and incorporated herein as Attachment B) submitted by the Sub-grantee to the Bureau; and

2. The Sub-grantee agrees to make no change in its Goals and Objectives Form or Budget Detail Worksheet without complying with the Bureau's amendment procedures provided in this Agreement; and
3. The Sub-grantee agrees to provide all the necessary qualified personnel, material, and facilities to implement the program described herein; and
4. The Sub-grantee will:
  - A. Work with Federal Law Enforcement partners to target violent crime offenders/activity; and
  - B. Carry out a minimum of two anti-gun and anti-gang violence law enforcement missions in targeted high-crime areas; and
  - C. Increase the number and types of warrants served through partnership with the United States Marshal's Service; and
  - D. Ensure compliance with all programmatic and fiscal reporting requirements.

### SECTION THREE: TERMS OF THIS AGREEMENT

1. This Agreement shall become effective July 1, 2010. This Agreement shall terminate on June 30, 2011; and
2. The amount being awarded in this Agreement should be expended during the period of July 1, 2010 through June 30, 2011; and
3. The Bureau will evaluate the Sub-grantee's Program's progress to determine if the Sub-grantee is on track to expend \$10,000.00 by June 30, 2011 and that the goals and objectives are being met; and
4. In the event that, due to unusual circumstances, it becomes apparent that this Agreement cannot be brought to full completion within the time period set forth in this Section, the Sub-grantee shall notify the Bureau, in writing, at least forty-five calendar days prior to the termination date of this Agreement and request an Agreement extension; and
5. Upon receipt of the extension request, the Sub-grantee and the Bureau shall review the work accomplished to date and determine whether there is need or sufficient justification to amend this Agreement to provide additional time for completion of the program. The maximum allowable extension for any program shall be twelve (12) months. An extension is contingent upon the Bureau receiving approval for extension of the grant award from the Federal-funding agency.

### SECTION FOUR: SUB-GRANTEE DUTIES AND RESPONSIBILITIES

Sub-grantee must adhere to the following duties and responsibilities, and other terms and conditions under this Agreement in order to receive the compensation described in Section Five:

1. Act in the capacity as fiscal agent and fiduciary for this Program; and
2. Utilize the Agreement Number (10-PSN-LCPD-SFY11) on all correspondence and submittals to the Bureau; and

3. Adhere to the fiscal guidelines outlined in the current Office of Justice Programs (OJP) Financial Guide, Office of Management and Budget (OMB) Circular A-21, OMB Circular A-133, OMB Circular A-110, or any other applicable Circulars, rules, regulations, and guidelines, and the National Institute of Justice (NIJ) Program Manual; and
4. Must have program commenced and operational within ninety (90) days of the last signatory executing this Agreement. If the Sub-grantee's program has not commenced or is not operational within ninety (90) days, the Sub-grantee must report in writing to the Bureau the steps taken to initiate the program, the reasons for delay, and the expected starting date prior to the end of the ninety (90) days. Additionally, Sub-grantee must obtain an extension, in writing, from the Bureau prior to the end of the ninety (90) days. If an extension is not obtained prior to the ninety (90) days, the Sub-grantee's program, at the Bureau's discretion, may be terminated and, in if the Program is terminated, the NIJ funds allocated to that program will be redistributed to fund other NIJ programs; and
5. Submit all program-related contracts, subcontracts, agreements, and subsequent amendments to the Bureau for review and approval prior to execution; and
6. All amendment requests, including, but not limited to, extension requests, program description changes, and requests to re-program funds, must be completed through the amendment process on the Sub-grant Agreement Amendment Form, (referenced herein as Form 2). Any amendment request, unless otherwise waived in writing by the Bureau, must be received forty five days (45) days prior to the termination date of this Agreement; and
7. Prior to any overtime being reimbursed, the Bureau must receive, review for compliance, and approve in writing, the overtime policy for all participating agency(s), if applicable, that will be reimbursed overtime under this Agreement (attached and incorporated herein as Certification 5); and
8. Report all program-related income on the Request for Reimbursement Form (referenced herein as Form 3), including such income in the form of assets, monetary, or other property, seized and/or forfeited, including cash, to the Bureau on a quarterly basis, as necessary; and
9. Pay all expenditures made by Sub-grantee in completion of this Agreement up front. The Bureau will reimburse for all allowable expenditures through the Request for Reimbursement (RFR) process; and
10. Retain all records that pertain to the amount and disposition of the funds from all sources budgeted for the Agreement period, descriptions of all expenditures made, the reason the expenditure was made, and the benefit received by the Sub-grantee for the expenditure, the amount and nature of all contributions from other sources, and such other records as the Bureau shall prescribe. Such records shall be preserved for a period of not less than six (6) years following completion of the Agreement; and
11. Understands and agrees that the Bureau, DOJ (including OJP and the Office of the Inspector General (OIG)), and its representatives, and the Government Accountability Office (GAO), shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this award, including such records of any Sub-grantee, contractor, or sub-contractor; and

12. Understands and agrees that the Bureau, DOJ and the GAO are authorized to interview any officer or employee of the Sub-grantee (or of any contractor or sub-contractor) regarding transactions related to this award; and
13. Required to have both fiscal and programmatic personnel attend the Grant Administration Training(s) sponsored by the Bureau; and
14. Submit to the Bureau for review and approval any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant, or any publications (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the Sub-grantee describing programs funded in whole or in part with Federal funds, the Sub-grantee shall submit to the Bureau at least forty-five (45) working days prior to the targeted dissemination date or public release and shall contain the following statement:

"This project was supported by Grant # 2010-GP-BX-0006, awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, and the Office for Victims of Crime. Points of view or opinions in this document are those of the author and do not represent the official position or policies of the United State Department of Justice."

#### SECTION FIVE: SUB-GRANTEE COMPENSATION AND PAYMENT

1. In consideration of the Sub-grantee's satisfactory completion of all work and services required to be performed under the terms of this Agreement, and in compliance with all other Agreement terms herein stated, the Bureau shall reimburse the Sub-grantee a sum up to, and not to exceed \$10,000.00; and
2. No matching requirement exists for this program; and
3. The funds set forth in this Section - paragraph 1 shall constitute full and complete payment of funds to be received by the Sub-grantee from the Bureau; and
4. Upon the completion of this Agreement, any portion of Sub-grantee's unexpended funds revert back to the New Mexico Department of Public Safety; and
5. **All payments shall be made upon an actual cost reimbursement basis.** The Sub-grantee shall submit a completed Request for Reimbursement Form along with all appropriate supporting documentation.
  - A. One original Request for Reimbursement (RFR) (attached and incorporated herein as Form 3) shall be submitted to the Bureau for review and approval no later than fifteen (15) days after the end of each calendar quarter following the last signatory executing this Agreement. The schedule is as follows:

Quarter 1: July 1<sup>st</sup> - September 30<sup>th</sup>, RFR due October 15<sup>th</sup>  
 Quarter 2: October 1<sup>st</sup> - December 31<sup>st</sup>, RFR due January 15<sup>th</sup>

Quarter 3: January 1<sup>st</sup> – March 31<sup>st</sup>, RFR due April 15<sup>th</sup>  
 Quarter 4: April 1<sup>st</sup> – June 30<sup>th</sup>, RFR due July 15<sup>th</sup>

- B. One original **Final Request for Reimbursement** (“RFR”) must be submitted to the Bureau for review and approval no later than **thirty (30) days** following the termination date of this Agreement. Failure by the Sub-grantee to timely submit the final RFR and include all supporting backup documentation requested by the Bureau will result in an Administrative Closeout by the Bureau. If an Administrative Closeout, as defined in the JAG Instructions (attached and incorporated herein as Form 1), takes place, it may have a negative impact on Sub-grantee’s ability to obtain funding in the future; and
6. No Request for Reimbursement (RFR) will be processed if, in the judgment of the Bureau, the Sub-grantee is in violation of any section of this Sub-grant Agreement.

### SECTION SIX: SUB-GRANTEE REPORTING REQUIREMENTS

It is necessary for the Bureau to evaluate the progress of the Program, therefore, the Sub-grantee is required to complete and submit programmatic report.

1. One original Progress Report shall be submitted to the Bureau for review and approval no later than fifteen (15) days after the end of each calendar quarter following the last signatory executing this Agreement. The schedule is as follows:

Quarter 1: July 1st - September 30th, Progress Report due October 15th

Quarter 2: October 1st – December 31st, Progress Report due January 15th

Quarter 3: January 1st – March 31st, Progress Report due April 15th

Quarter 4: April 1st – June 30th, Progress Report due July 15th

2. The Sub-grantee agrees to comply with any additional reporting requirements or information requests imposed by DOJ, NIJ, OJP, OIG, OMB, and the Department of Public Safety Grants Management Bureau. The Bureau will notify Sub-grantee of any additional reporting requirements as they are imposed; and
3. The Sub-grantee acknowledges that it has certified that it will comply with all reporting requirements. Further this certification may, in addition to other penalties, subject the Sub-grantee to the following: if Sub-grantee demonstrates a history of failing to submit programmatic reports, at the Bureau’s discretion, the Sub-grantee’s funding will be suspended and the Sub-grantee may be precluded from receiving funds under any award the Department of Public Safety administers. Sub-grantee will be notified, in writing by the Bureau, that funds have been suspended until such time as the Sub-grantee is in compliance and can demonstrate that reports will be submitted timely. Suspension is effective as of date of notification and continues until such time the Bureau notifies Sub-grantee, in writing, that suspension has been lifted. During the period of suspension, Sub-grantee will not be reimbursed by the Bureau for costs incurred, pursuant to Section Seven of this Agreement.

### SECTION SEVEN: FUND SUSPENSION OR TERMINATION AND OTHER SANCTIONS

The Bureau may suspend funding in whole or in part, terminate funding, or impose other sanctions on Sub-grantee for the following reasons:

1. Failing to comply substantially with the requirements or statutory objectives of the appropriate state or federal law, program guidelines issues hereunder, or other provisions of state or federal law; or
2. Failing to make satisfactory progress toward the goals, objectives, or strategies set forth in the BJA Program or the Sub-grantee's Application; or
3. Failing to adhere to the requirements in the agreement, standard conditions, or special conditions; or
4. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding; or
5. Failing to submit reports; or
6. Filing a false certification in this application or in other reports or documents.

Before imposing sanctions, the Bureau will provide reasonable notice to the Sub-grantee of its intent to impose sanctions and will attempt to resolve the problem informally.

#### **SECTION EIGHT: SUB-GRANTEE CERTIFICATIONS AND CONDITIONS**

As a requirement in accepting this Federal award 2010-GP-BX-0006, the New Mexico Department of Public Safety agreed to the following Civil Rights; therefore the Sub-grantee must adhere to the same requirements:

1. Ensure Access to Federally Assisted Programs  
Federal laws prohibit Sub-grantees of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits; and
2. Provide Services to Limited English Proficiency (LEP) Individuals  
In accordance with the Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, Sub-grantees of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that Sub-grantees have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>; and
3. Ensure Equal Treatment for Faith-Based Organizations  
The Department of Justice also prohibits a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs (OJP) by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires that these organizations be treated in the same as any other applicant or Sub-grantee. The regulation prohibits Sub-grantees from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at <http://www.ojp.usdoj.gov/ocr/etfbo.htm>.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by Sub-grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to the Bureau; and

4. Enforce Civil Rights Laws

All Sub-grantees of Federal financial assistance, regardless of the particular funding sources, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, the Bureau may request information from the Sub-grantee in the event of an Office of Civil Rights (OCR) investigation and/or an OCR compliance review, to include but not limited to data showing that services are being provided equitably to all segments of the service population and that employment practices meet equal employment opportunity standards; and

5. Comply with the Safe Streets Act and Program Requirements

In addition to these general provisions, an organization that receives Federal funds through a sub-award understands and agrees that it is subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), and other Federal grant program requirements. In addition, Sub-grantee must meet these additional requirements:

- A. Comply with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEO Plan), 28 C.F.R. § 42.301-308, and
- B. Submit to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)), and
- C. In the event-finding of discrimination against Sub-grantee results, after a due process hearing, on the ground of race, color, religion, national origin, or sex, Sub-grantee must submit a copy of the finding to Bureau for review; and

6. Meeting the EEO Plan Requirement

In accordance with Federal regulations, Sub-grantee must comply with the following EEOP reporting requirements.

- A. If Sub-grantee has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEOP and submit it to OCR and the Bureau for review within 45 days from the execution of this Agreement. For assistance in developing an EEOP, contact a specialist at OCR by dialing (202) 616-3208.
- B. If Sub-grantee has received an award between \$25,000 and \$500,000 and has 50 or more employees, Sub-grantee still has to prepare an EEOP, but it does not have to submit the EEOP to the OCR for review. Instead, the Sub-grantee has to submit the EEOP to the Bureau. In addition, the Sub-grantee has to complete Section B of the Certification Form (attached and incorporated herein as Certification 1) and return it to the Bureau.
- C. If Sub-grantee has received an award for less than \$25,000; or if the Sub-grantee has less than 50 employees, regardless of the amount of the award; or if Sub-grantee is a medical institution, educational institution, nonprofit organization or Indian tribe, then Sub-grantee is exempt from the EEOP requirement. However, Sub-grantee must complete Section A of the Certification Form (attached and incorporated herein as Certification 1) and return it to the Bureau.
- D. The Sub-grantee acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if Sub-grantee is required to submit one pursuant to 28 C.F.R Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the Sub-grantee is in compliance; and

7. Ensure the Compliance of Sub-awardees

If Sub-grantee makes sub-awards to other agencies, Sub-grantee is responsible for assuring the agencies also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons.

Sub-grantee can find assistance in fulfilling these civil rights responsibilities by calling OCR at (202) 307-0690 or by visiting the website at [www.ojp.usdoj.gov/ocr/](http://www.ojp.usdoj.gov/ocr/); and

8. The Sub-grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the GMB Financial Guide and the current edition of the Office of Justice Program (OJP) Financial Guide; and
9. The Sub-grantee agrees to comply with the organizational audit requirements of the OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the Office of Justice Programs (OJP) Financial Guide, Chapter 19; and
10. The Sub-grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior approval of OJP; and

11. The Sub-grantee must promptly refer to the Bureau, any credible evidence that a principal, employee, agent, contractor, Sub-grantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. Potential fraud, waste, abuse, or misconduct will be reported to the Bureau by mail:

New Mexico Department of Public Safety  
Grants Management Bureau  
4491 Cerrillos Rd.  
PO BOX 1628  
Santa Fe, NM 87504-1628  
or fax: (505) 827-3398

12. The Sub-grantee agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for program activities. The Sub-grantee understands that the Bureau **will not reimburse** any portion of salaries paid for existing general fund employees/staff; and
13. The Sub-grantee understands the Bureau reserves the right to conduct periodic on-site monitoring visits upon reasonable notice to the Sub-grantee prior to each visit.
14. The Sub-grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub-award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries; and
15. The Sub-grantee agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project; and
16. The Sub-grantee agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force for the district covered by the award. The Sub-grantee also is encouraged to coordinate with other community justice initiatives (such as Weed & Seed and ATF's Youth Crime Gun Interdiction Initiative), and other ongoing, local gun prosecution and law enforcement strategies; and
17. The recipient agrees to submit to DOJ for review and approval, any proposal or plan for Project Safe Neighborhoods and Anti-Gang Initiative media-related outreach. DOJ approval must be received prior to any obligation or expenditure of grant funds related to the development of media-related outreach projects; and
18. The grant recipient agrees to use grant funds to purchase G.R.E.A.T.-branded items only from vendors licensed by the G.R.E.A.T. National Policy Board. A list of licensed vendors is available at <http://www.greatonline.org/Links/Merchandise.Aspix>.

**SECTION NINE: SUB-GRANTEE AUDIT REQUIREMENTS**

The Sub-grantee agrees to comply with the organizational audit requirements of the OMB Circular applicable to this program, as further described in the current edition of the OJP Financial Guide, Chapter 19.

1. Audits are due, to the Bureau, no later than nine months (9 months) following the end of the state fiscal year. Should an audit not be submitted by the due date, a letter must be submitted to the Bureau stating the reasons for delay and anticipated delivery date of the audit report; and
2. Submit the management letter responding to audit findings, if any with the audit report; and
3. Submit the Corrective Action Plan with the audit report when there are findings and recommendations disclosed in the audit report which may impact the fiscal and/or programmatic management of this grant.

**SECTION TEN: AMENDMENTS AND MODIFICATIONS**

1. Amendments may be submitted by the Sub-grantee to request program changes and/or corrections for any programmatic, administrative, or financial change associated with this Agreement. Guidelines for submitting Amendment requests are described in the Instruction Form (attached and incorporated herein as Form 1); and
2. The Bureau, by written notice to the Sub-grantee shall have the right to change and/or correct this Agreement, if at any time, in the judgment of the Bureau the provisions of this Agreement require the Bureau to do so; and
3. If any provision of this Agreement is held to be invalid, illegal, void, or otherwise unenforceable by a court of competent jurisdiction, such provision may be revised by the Parties, insofar as possible, to cure the defect and give maximum effect to their intent in entering into this Agreement. In any event, such invalidity, illegality, or unenforceability shall not affect other provisions hereof, and the remainder of the Agreement shall continue in full force and effect.

**SECTION ELEVEN: SUB-GRANTEE REPRESENTATIVE**

The Sub-grantee hereby designates the person's listed below as the official Sub-grantee Representatives responsible for overall fiscal and programmatic supervision of the approved program.

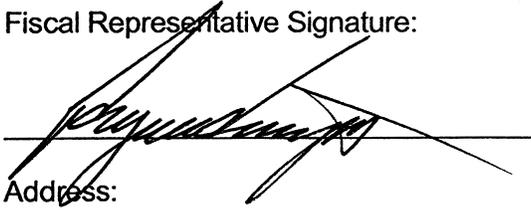
Fiscal Representative:

Auguie Henry III  
(Print)

Program Representative:

Lt. Sean Kearney  
(Print)

Fiscal Representative Signature:

  
Address:

PO BOX 20000  
Las Cruces, NM 88004

Program Representative Signature:

  
Address:

PO BOX 20000  
Las Cruces, NM 88004

Telephone No:

575-541-2281

Telephone No:

575-202-7467

Email:

AUHENRY@LAS-CRUCES.ORG

Email:

SKEARNEY@LAS-CRUCES.ORG

**SECTION TWELVE: AUTHORIZATION OF EXPENDITURES**

The terms of this AGREEMENT are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States if federal funds are involved, or the State Legislature if State funds involved, for performance of this AGREEMENT. If sufficient appropriations and authorizations are not made, this AGREEMENT shall terminate upon written notice being given by the Bureau to the Sub-grantee. The Bureau is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the Bureau. The Bureau's decision as to whether its funds are sufficient for fulfillment of the Agreement shall be final.

**SECTION THIRTEEN: TERMS OF THE AGREEMENT**

This Agreement constitutes the entire agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this Agreement and not enforceable pursuant to this Agreement. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

**SECTION FOURTEEN: THIRD-PARTY BENEFICIARY CLAUSE**

No provision of this Agreement creates in the public, or any member thereof, a third-party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to the provision of this Agreement.

**SECTION FIFTEEN: NEW MEXICO TORT CLAIMS ACT**

No provision of this Agreement establishes any waiver of immunity from liability for alleged tortious conduct of any employee of the Bureau or the Sub-grantee arising from the performance of this Agreement apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, and et seq., as amended.

**SECTION SIXTEEN: SEVERABILITY**

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable; the remainder of this Agreement shall remain in full force and effect.

**SECTION SEVENTEEN: TERMINATION**

1. The Bureau, by written notice to the Sub-grantee shall have the right to terminate this Agreement if, at any time, in the judgment of the Bureau the provisions of this Agreement have been violated or the outlined program activities do not progress satisfactorily. In this event, the Bureau may demand refund of all or part of the funds dispersed to the Sub-grantee; and
2. This Agreement may be terminated by the Sub-grantee upon written notice delivered to the Bureau at least thirty (30) days in advance. Such termination, does not nullify Sub-grantees obligations already

incurred for performance or failure to perform prior to the date of termination. In any event, this agreement shall be in effect until completed, unless terminated early pursuant to this Agreement.

#### **SECTION EIGHTEEN: INSTRUCTIONS AND FORMS**

Instructions and Forms necessary to carry out the administration of the grant as outlined in this Agreement can be found at <http://www.dps.nm.org>. Forms are incorporated into and made part of this Agreement upon completion.

- A. Instruction Form (Form 1)
- B. Sub-grant Agreement Amendment Form (Form 2)
- C. Request for Reimbursement (RFR) Form (Form 3)

Attachments are incorporated and made part of this Agreement upon completion.

#### **SECTION NINETEEN: ATTACHMENTS**

Attachments listed below need to be completed and return to the Bureau along with this Agreement:

- A. Goals/Objectives and Program Description Form (Attachment A)
- B. Budget Detail Worksheet (Attachment B)

Attachments are incorporated and made part of this Agreement upon completion.

#### **SECTION TWENTY: CERTIFICATIONS**

The below listed certifications need to be completed and return to the Bureau along with this Agreement:

- A. Certification of Compliance with Civil Right Regulations (Certification 1)
- B. Limited English Proficiency Certification (Certification 2)
- C. Standard Assurances Certification (Certification 3)
- D. Certification Regarding Lobbying; Debarment, Suspension & Other Responsible Matters and Drug-free Workplace Requirements (Certification 4)
- E. Overtime Certification, if applicable (Certification 5)

Certifications are incorporated and made part of this Agreement upon completion.

THEREFORE, the Sub-grantee and the Bureau do hereby execute this Agreement as witnessed by the signatures below:

**SUB-GRANTEE:**

By: [Signature]  
Fiscal Agency Director, Mayor, City Manager  
County Commission Chairman,  
Or Pueblo/Tribal Governor/President, or Designee  
(Circle one)

Date: 9/30/10

**APPROVED AS TO FORM:**  
[Signature]  
City Attorney

Printed Name: Terrence Moore

Title: City Manager

By: [Signature]  
Program Agency Director

Date: 9-29-10

Printed Name: Sean Kearney

Title: Lieutenant, LCPD

**DEPARTMENT OF PUBLIC SAFETY:**

By: \_\_\_\_\_  
Cabinet Secretary or Designee

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

Reviewed as to legal form and sufficiency  
New Mexico Department of Public Safety, Office of Legal Affairs

By: Germaine R. Chappelle

Date: 9/2/10

102  
**CERTIFICATION FORM**

Recipient Name and Address: City of Las Cruces Police Department; PO BOX 20000, Las Cruces, NM 88004

Grant Title: 2010 Project Safe Neighborhoods Grant Number: 10-PSN-LCPD-SFY11 Award Amount: \$10,000.00

Contact Person Name and Title: Auguie Henry III Phone Number: (575) 541-2281

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEO) in accordance with 28 C.F.R §§ 42.301-.308. The regulations exempt some recipients from all of the EEO requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEO, but they do not need to submit the EEO to OJP for review. Recipients that claim a complete exemption from the EEO requirement must complete Section A below. Recipients that claim the limited exemption from the submission requirement, must complete Section B below. A recipient should complete either Section A or Section B, not both. If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEO recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7<sup>th</sup> Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202)307-0690 or TTY (202) 307-2027.

**Section A- Declaration Claiming Complete Exemption from the EEO Requirement.** Please check all the boxes that apply.

- |  |  |
|--|--|
| <input type="checkbox"/> Recipient has less than 50 employees,   | <input type="checkbox"/> Recipient is an Indian tribe,                                 |
| <input type="checkbox"/> Recipient is a non-profit organization, | <input type="checkbox"/> Recipient is an educational institution, or                   |
| <input type="checkbox"/> Recipient is a medical institution,     | <input checked="" type="checkbox"/> Recipient is receiving an award less than \$25,000 |

I, Terrence Moore [responsible official], certify that City of Las Cruces Police Department [recipient] is not required to prepare an EEO for the reason(s) checked above, pursuant to 28 C.F.R §42.302. I further certify that City of Las Cruces Police Department [recipient] will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.  
Terrence Moore, City Manager  
Print or type Name and Title

[Signature]  
Signature

9/30/10  
Date

APPROVED AS TO FORM:  
[Signature]  
City Attorney

**Section B- Declaration Claiming Exemption from the EEO Submission Requirement and Certifying That an EEO Is on File for Review.**

If a recipient agency has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEO to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Terrence Moore [responsible official], certify that the City of Las Cruces Police Department [recipient], which has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEO in accordance with 28 CFR §42.301, et seq., subpart E. I further certify that the EEO has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEO is on file in the office of: City of Las Cruces Human Resources Department [organization], at 700 N. Main Street, Las Cruces, NM 88001 [address], for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

Terrence Moore, City Manager  
Print or type Name and Title

[Signature]  
Signature

9/30/10  
Date

APPROVED AS TO FORM:  
[Signature]  
City Attorney

LIMITED ENGLISH PROFICIENCY  
 CERTIFICATION OF COMPLIANCE WITH REGULATIONS  
 FOR SUB-GRANTS ISSUED BY THE DEPARTMENT OF PUBLIC SAFETY

**Instructions:** Complete the identifying information, which is found on the sub-grant agreement, in the table below. Read the form completely. Have your Authorized Official sign at the bottom of page 2, forward a copy to the person you identified under "I" and return the original to the Department of Public Safety, Grants Management Bureau (GMB), along with your sub-grant agreement, program description, and budget summary. (sub-grant agreements will not be accepted without this form).

Grant #:	10-PSN-LCPD-SFY11	Grant Project Title:	2010 Project Safe Neighborhoods
Sub-grantee Name: (Funded Entity)	City of Las Cruces Police Department		
Address:	PO BOX 20000, Las Cruces, NM 88004		
Award Period: From:	07/01/10	To:	06/30/11
		Award Amount: \$	10,000.00
Project Director's Name & Phone:	Lt. Sean Kearney, (575) 202-7467		

**AUTHORIZED OFFICIAL'S CERTIFICATION:** As the Authorized Official for the above sub-grantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

Sub-grant recipients must certify that Limited Proficiency persons have meaningful access to the services under this program(s). National Origin includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure the LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary.

Sub-Recipients are required to take reasonable steps to ensure meaningful access to their programs and activities by LEP persons. While designed to be a flexible and fact-dependent standard, the starting point is an individualized assessment that balances the following four factors:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or ;
2. the frequency with which LEP individuals come in contact with the program;
3. the nature and importance of the program, activity, or service provided by the program to people's lives; and
4. the resources available to the sub-recipient or agency, and costs. As indicated above, the intent of this guidance is to find a balance that ensures meaningful access by LEP persons to critical services while not imposing undue burdens on small business, or small nonprofits.

The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance documents can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).

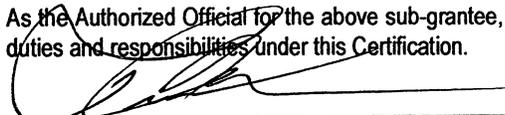
Person responsible for certification compliance: (Name, address & phone)

Name: Augie Henry III

Address: \_\_\_\_\_  
PO BOX 20000, Las Cruces, NM 88004

Phone: (575) 541-2281

As the Authorized Official for the above sub-grantee, I Certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

  
\_\_\_\_\_  
[Authorized Officials Signature]

9/30/10  
\_\_\_\_\_  
Date

Terrence Moore  
\_\_\_\_\_  
[Typed Name]

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

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
City Attorney

New Mexico Department of Public Safety  
Grants Management Bureau

STANDARD ASSURANCES

The Sub-grantee hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A- 133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements).

The applicant also specifically assures and certifies that:

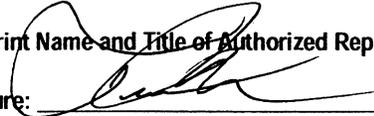
1. It has the legal authority to accept federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency, the Bureau or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency and the Bureau, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency and the Bureau (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any sub awardees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. §10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. §7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity—
  - a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
  - b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

As the duly authorized representative of the sub-grantee, I hereby certify that the sub-grantee will comply with the above certifications.

1. Sub-grant Number: 10-PSN-LCPD-SFY11      2. Sub-grantee Name (funded entity): City of Las Cruces Police Department

3. Sub-grantee Address: PO BOX 20000, Las Cruces, NM 88004

4. Type/Print Name and Title of Authorized Representative: Terrence Moore, City Manager

5. Signature:       6. Date: 9/30/10

APPROVED AS TO FORM:  
  
City Attorney

**New Mexico Department of Public Safety  
Grants Management Bureau**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT,  
SUSPENSION AND OTHER RESPONSIBILITY MATTERS  
AND  
DRUG-FREE WORKPLACE REQUIREMENTS**

Sub-recipients should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Public Safety determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the Sub-grantee certifies that:

- A. 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- B. 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-awardees, contracts under grants and cooperative agreements, and subcontracts) and that all sub-grantees shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

- A. The applicant certifies that it and its principals:
  - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 2) Have not within a three-year period preceding this application 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;

- 3) 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
  - 4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this certification.

### 3. DRUG-FREE WORKPLACE (SUB-GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- 1) 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;
  - 2) Establishing an on-going drug-free awareness program to inform employees about
    - a) The dangers of drug abuse in the workplace;
    - b) The grantee's policy of maintaining a drug-free workplace;
    - c) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
  - 4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will
    - a) Abide by the terms of the statement; and
    - b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 5) Notifying the Bureau, in writing, within 5 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:
 

Department of Public Safety  
Grants Management Bureau  
4491 Cerrillos Rd.  
Santa Fe, NM 87504
- Notice shall include the identification number(s) of each affected grant;
- 6) Taking one of the following actions, within 15 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted
    - a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

- b) 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;
- 7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

217 E. Picacho St.

Las Cruces, NM 88001

Check  if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check  if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE (SUB-GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 5 calendar days of the conviction, to:

Department of Public Safety  
Grants Management Bureau  
4491 Cerrillos Rd.  
Santa Fe, NM 87504

As the duly authorized representative of the sub-grantee, I hereby certify that the sub-grantee will comply with the above certifications.

1. Sub-grant Number: 10-PSN-LCPD-SFY11 2. Sub-grantee Name (funded entity): Las Cruces Police Department

3. Sub-grantee Address: PO BOX 20000, Las Cruces, NM 88004

4. Type/Print Name and Title of Authorized Representative: Terrence Moore, City Manager

5. Signature:  6. Date: 9/30/10

**APPROVED AS TO FORM**  
*[Handwritten Signature]*  
City Attorney

NEW MEXICO DEPARTMENT OF PUBLIC SAFETY  
GRANTS MANAGEMENT BUREAU

**Overtime Certification**

On behalf of City of Las Cruces Police Department, I as the Certifying Official certify that I have read, understand and agree to abide by all of the conditions for Overtime Pay as set forth in the current rules of the Fair Labor Standards Act (FLSA) regulations, the OJP Financial Guide and the GMB Financial Guide.

**LAW ENFORCEMENT OFFICERS/COMMISSIONED EMPLOYEES**

In accordance with the Las Cruces Police Officers Association overtime policy/Union Contract/Bargaining Agreement, I certify that our law enforcement officers work week consists of 40 hours in a 7 day period.

**Overtime Premium Pay**

I certify that law enforcement officers shall become eligible to be compensated at one and one half (1 1/2) times their regular rate of pay for all actual hours worked in excess of 40 hours in a 7 day period.

I certify that any  Holiday,  Vacation,  Comp time,  Sick leave,  Annual leave,  Other (specify) \_\_\_\_\_, shall be considered as time worked for calculating actual hours worked for above specified work period.

**CIVILIAN/NON-COMMISSIONED EMPLOYEES**

In accordance with Fair Labor Standards Act (FLSA) overtime policy/Union Contract, I certify that our civilian employees work week consists of 40 hours in a 7 day period.

**Overtime Premium Pay**

I certify that civilian employees shall become eligible to be compensated at one and one half (1 1/2) times their regular rate of pay for all actual hours worked in excess of 40 hours in a 7 day period.

I certify that any  Holiday,  Vacation,  Comp time,  Sick leave,  Annual leave,  Other (specify) \_\_\_\_\_, shall be considered as time worked for calculating actual hours worked for above specified work period.

City of Las Cruces Police Department

Full Name of Sub-recipient

Signature of Certifying Official

**Terrence Moore, City Manager**

Printed Name and Title of Certifying Official

Signature of Sub-grantee's Program Representative

**Lt. Sean Kearney**

Printed Name and Title of Program Representative

Signature of Sub-grantee's Fiscal Representative

**Auguie Henry III, Grant Administrator**

Printed Name and Title of Fiscal Representative

9/30/10  
Date

9-29-10  
Date

\_\_\_\_\_  
Date

APPROVED BY TO FORM  
CIVILIAN  
Sean Kearney

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

<b>FUND</b>	<b>DIVISION</b>		<b>FUND TYPE</b>	
<b>Police Fund 2400</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>				
24140050-552006 NM Dept of Public Safety	\$ 3,354	8,000		8,000
24140210-552019 Univ of NM (UNM)	0	0		0
24140210-551007 Department of Homeland Security	0	530		530
24147040-551021 U.S. Department of Justice	0	10,000		10,000
24140210-551022 Immigration & Customs Enforcement	0	10,000		10,000
24140210-551007 Federal Bureau of Investigation	0	102,765		102,765
24140210-551021 OJJDP After School Program	0	250,000		250,000
Project Safe Neighborhoods-DOJ	0	0	10,000	10,000
<b>Total Revenues</b>	<b>\$ 3,354</b>	<b>381,295</b>	<b>10,000</b>	<b>391,295</b>
<b>Total Resources</b>	<b>\$ 3,354</b>	<b>381,295</b>	<b>10,000</b>	<b>391,295</b>
<b>EXPENDITURES</b>				
24147040-37300 NM Department of Public Safety	3,354	8,000		8,000
24147250 University of New Mexico	0	0		0
24147460-37313 Department of Homeland Security	0	530		530
24147040-37301 U.S. Department of Justice	0	10,000		10,000
24147460-37312 Immigration & Customs Enforcement	0	10,000		10,000
24147040-37300 Federal Bureau of Investigation	0	102,765		102,765
24147460-37309 OJJDP After School Program	0	250,000		250,000
Project Safe Neighborhoods-DOJ	0	0	10,000	10,000
<b>Total Expenditures</b>	<b>\$ 3,354</b>	<b>381,295</b>	<b>10,000</b>	<b>391,295</b>
<b>ENDING BALANCE</b>	<b>\$ 0</b>	<b>0</b>	<b>0</b>	<b>0</b>

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