

City of Las Cruces®

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 2Ordinance/Resolution# 12-066For Meeting of _____
(Ordinance First Reading Date)For Meeting of October 17, 2011
(Adoption Date)

TITLE: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT A GRANT AWARD IN THE AMOUNT OF \$8,000.00 FROM THE NEW MEXICO DEPARTMENT OF PUBLIC SAFETY, TO RATIFY THE MAYOR'S APPROVAL OF THE GRANT AWARD AND TO ADJUST THE FY 2012 BUDGET.

PURPOSE(S) OF ACTION:

To accept a grant award that will be used to purchase specialized equipment for police officers.

COUNCIL DISTRICT: ALL		
<u>Drafter/Staff Contact:</u> S. Nicole Williams	<u>Department/Section:</u> Finance/Grants	<u>Phone:</u> 541-2716
<u>City Manager Signature:</u>		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

On September 6, 2011 the Las Cruces Police Department (LCPD) received notification of a grant award in the amount of \$8,000.00 from the New Mexico Department of Public Safety (NMDPS) under the FY 2011 Project Safe Neighborhood (PSN) grant program.

The NMDPS PSN grant program is designed to provide grant funding to local police departments to assist with programs which target anti-gun and anti-gang violence in the community.

As a condition of the grant, LCPD will work with federal law enforcement partners to target violent crime offenders and activities, and carry out a minimum of three anti-gun and anti-gang violence law enforcement missions in targeted high-crime areas. These missions are to be determined at a later date and are to be carried out within the grant duration. Grant funds will be used to procure specialized equipment to be used by LCPD officers. Equipment to be purchased includes: a digital camera with telephoto lens and accessories; image stabilizer binoculars, night vision monocular or binoculars; tactical earpiece sets for radios; and lithium batteries for flashlights and surveillance devices.

The grant duration is for a period of nine months: from October 1, 2011 through June 30, 2012.

SUPPORT INFORMATION:

1. Resolution.

(Continue on additional sheets as required)

2. Exhibit "A", Letter of Award.
3. Exhibit "B", Grant Award Contract.
4. Exhibit "C", Budget Adjustment.

SOURCE OF FUNDING:

Is this action already budgeted?	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 checked="" type="checkbox"/>	Expense reallocated from: <u>Fund 2400</u> .
		<input 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.
Does this action create any revenue?	Yes	<input type="checkbox"/>	Funds will be deposited into this fund: ___ in the amount of \$___ for FY__.
	No	<input checked="" type="checkbox"/>	There is no new revenue generated by this action.

BUDGET NARRATIVE

LCPD projected the FY 2011 PSN grant award to be \$10,000.00 for FY 2012. The actual grant award is \$8,000.00. The FY 2012 budget will be adjusted to reflect the actual amount.

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
2400: Police Fund	Various	\$8,000.00	\$8,000.00	\$0	N/A

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will ratify the Mayor's acceptance of the grant award and approve the budget adjustment for FY 2012.
2. Vote "No"; this will disapprove the Resolution, reject the grant award and may prohibit future awards through the grant program.
3. Vote to "Amend"; this is not an option as the grant award is based upon decisions made by the New Mexico Department of Public Safety.
4. Vote to "Table"; this is not an option as the grant award acceptance has a time restriction to the start date of grant duration: October 1, 2011.

REFERENCE INFORMATION:

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

N/A

(Continue on additional sheets as required)

RESOLUTION NO. 12-066

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT A GRANT AWARD IN THE AMOUNT OF \$8,000.00 FROM THE NEW MEXICO DEPARTMENT OF PUBLIC SAFETY, TO RATIFY THE MAYOR'S APPROVAL OF THE GRANT AWARD AND TO ADJUST THE FY 2012 BUDGET.

The City Council is informed that:

WHEREAS, on September 6, 2011 the Las Cruces Police Department (LCPD), received notification of a grant award for the amount of \$8,000 from the New Mexico Department of Public Safety (NMDPS) under the FY 2011 Project Safe Neighborhood (PSN) grant program; and

WHEREAS, the NMDPS PSN grant program is designed to provide grant funding to local police departments to assist with programs which target anti-gun and anti-gang violence in the community; and

WHEREAS, designated as grant number 11-PSN-LCPD-SFY12, the FY 2011 PSN grant award will be used by LCPD to procure specialized equipment for police officers participating in operations as approved under the grant program; and

WHEREAS, the grant duration is for nine months: from October 1, 2011 through June 30, 2012; and

WHEREAS, the Mayor is authorized to sign the grant contract; and

WHEREAS, the City's FY 2012 budget will be adjusted as stated in Exhibit "C" Budget Adjustment.

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

(I)

THAT the Mayor is authorized to sign the grant contract, designated as Exhibit "B".

(II)

THAT the City's FY 2012 budget is adjusted to reflect acceptance of grant funds as stated in Exhibit "C" Budget Adjustment.

(III)

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

DONE AND APPROVED this _____ day of _____, 2011.

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



NEW MEXICO DEPARTMENT OF PUBLIC SAFETY

POST OFFICE BOX 1628 • SANTA FE, NEW MEXICO 87504-1628



SUSANA MARTINEZ
GOVERNOR

GORDEN E. EDEN, JR.
CABINET SECRETARY

ROBERT W. SHILLING
CHIEF / DEPUTY SECRETARY
LAW ENFORCEMENT OPERATIONS

GREGG MARCANTEL
DEPUTY SECRETARY
STATEWIDE LAW ENFORCEMENT
SERVICES AND SUPPORT

OFFICE OF THE SECRETARY
505 / 827-3370

OFFICE OF THE CHIEF
NEW MEXICO STATE POLICE
505 / 827-9219

OFFICE OF THE DEPUTY SECRETARY
505 / 827-9277

ADMINISTRATIVE SERVICES
505 / 827-3332

INFORMATION TECHNOLOGY
505 / 827-9262

MOTOR TRANSPORTATION POLICE
505 / 476-2457

SPECIAL INVESTIGATIONS
505 / 841-8053

TECHNICAL SUPPORT
505 / 827-9221

TRAINING AND RECRUITING
505 / 827-9251

September 6, 2011

Las Cruces Police Department
Attn: Lt. Sean Kearney
700 N. Main St.
Las Cruces, NM 88001

Dear Lt. Kearney,

Congratulations! On behalf of the **U.S. District Attorney's Office**, it is my pleasure to inform you that you have been awarded **\$8,000** under the **2011 Project Safe Neighborhood Grant Program**. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports. Should you fail to adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause of other administrative action as appropriated.

The Sub-grant Agreement will be mailed out to you no later than September 23, 2011. In order to accept the award, please access the following documents on the Grants Management Bureau website <http://www.dps.nm.org/divisions/gmb/index.php>

- Budget Detail Worksheet
- Goals and Objectives Change Form
- Certifications 1-6

Return all completed documents above, along with the signed Certifications and Sub-grant Agreement to the New Mexico Department of Public Safety, Grants Management Bureau to complete the execution of the Sub-grant Agreement.

If you have any questions regarding this award, please contact:

Evelyn Romero, Grants Management Bureau Chief at (505) 827-3347.

Thank you and we look forward to working with you.

Sincerely,

Gorden Eden, Jr.
Cabinet Secretary



CALEA ACCREDITED LAW ENFORCEMENT AGENCY

2011 Project Safe Neighborhood-LCPD

Agreement Number: 11-PSN-LCPD-SFY12**2011 Project Safe Neighborhood Award**

This Agreement made and entered into this 1st day of October 2011 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, FY11 (BJA – PSN) Public Law. No. 112-10, div.B. secs. 1101-1104; Pub.L. No 111-117, 123 Stat. 3034, 3135.)111-117; 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 2011 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 2011 Project Safe Neighborhoods Solicitation, and any other relevant rules, laws, and regulations. The 2011 PSN solicitation can be found at <http://www.ojp.usdoj.gov/BJA/grant/11PSNsol.pdf>

SECTION TWO: SCOPE OF WORK

1. The Sub-grantee agrees that it shall implement its program as detailed in their submitted 2011 Project Safe Neighborhood (PSN) grant Application (attached and incorporated herein as Attachment B). The Sub-grantee must complete the Goals and Objectives Change Form (attached and incorporated herein as Attachment C) as well as the Revised Budget Detail Worksheet (attached and incorporated herein as Attachment D); 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.
 - b) Carry out a minimum of three anti-gun and anti-gang violence law enforcement missions in targeted high-crime areas
 - c) Ensure compliance with all programmatic and fiscal reporting requirements.

SECTION THREE: TERMS OF THIS AGREEMENT

1. This Agreement shall become effective **October 1, 2011** This Agreement shall terminate on **June 30, 2012**; and
2. The amount being awarded in this Agreement should be expended during the period of **October 1, 2011** through **June 30, 2012**; and
3. The Bureau will evaluate the Sub-grantee's Program's progress to determine if the Sub-grantee is on track to expend **\$8,000.00** by **June 30, 2012** 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 (45) calendar days prior to the termination date of this Agreement to request an Sub-Grant Agreement extension; and

6. Upon receipt of the extension request, the Sub-grantee and the Bureau shall review the work accomplished to date and determine whether there is a need or sufficient justification to amend this Sub-Grant 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 authorization for the extension of the grant award from the BJA.

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 **(11-PSN-LCPD-SFY12)** 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 the 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, if the Program is terminated, the BJA funds allocated to that program will be redistributed to fund other BJA 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, will start with an initial letter/email request to the Bureau. If the Bureau determines that a formal amendment is not necessary, the completion of the Sub-Grant Agreement form (attached and incorporated herein as Form 2) is not required and the Sub-grantee will receive approval via e-mail. If the Bureau determines that a formal amendment is required, the Sub-grantee will be required to submit a Letter of Justification outlining the requested changes on the sub-grantee's letterhead, a Sub-Grant Agreement Amendment and a Revised Budget Detail Worksheet. 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

2011 Project Safe Neighborhood-LCPD

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) and a completed Overtime Certification (incorporated herein as Certification 5), if applicable, that will be reimbursed overtime under this Agreement; 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 yearly; and
14. The Sub-grantee agrees they will submit to the Bureau for review and approval of any curricula, training materials, or 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 the above stated material 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 # **2011-GP-BX-0012** 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. Upon approval 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 **\$8,000.00**; and No matching requirement exists for this program; and
2. 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
3. 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
4. **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 1st-September 30th, RFR due October 15th
 - Quarter 2: October 1st – December 31st, RFR due January 15th
 - Quarter 3: January 1st – March 31st, RFR due April 15th
 - Quarter 4: April 1st – June 30th, RFR due July 15th
 - 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
5. Prior authorization from the Bureau is required to submit a RFR with zero expenditure. The Bureau will not accept a RFR submitted with zero expenditure solely for compliance purposes and if a subsequent RFR requesting reimbursement for the reporting quarter will be considered late. This 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 semi-annual reporting period following the last signatory executing this Agreement. The schedule is as follows:

Semi-annual report- July 1st-December 31st, **Progress Report due January 15th**
Semi-annual report-January 1st-June 30th, **Progress Report due July 15th**

Progress Report Form will be provided by the Bureau; and

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 the Sub-grantee of any additional reporting requirements as they are imposed

2. 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; or
7. Failure to comply with any additional requirements that may be imposed during the grant performance period if the Bureau determines that the Sub-grantee is a high-risk grantee.

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 (Verify special conditions associated with award)

As a requirement in accepting this Federal award (2011 GP-BX-0012) 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 and the Safe Streets Act 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 developed a regulation at 28 C.F.R. pt. 38 specifically pertaining to the funding of faith-based organizations, entitled "Equal Treatment for Faith-Based Organizations" and known as the Equal Treatment Regulation, which requires that faith-based organizations be treated the same as any other applicant or Sub-grantee. The regulation prohibits the Department of Justice or the Bureau 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

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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 Office for Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice'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 source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Sub-grantees must comply with Section 504 of the Rehabilitation Act of 1973, 42 U.S.C. § 794; Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681; the Age Discrimination Act of 1975, 42 U.S.C. § 6102; Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; and Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132. 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)(1), 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), 28 C.F.R. § 42.301-.308, and
- B. Submit to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.204(c) or 31.202(5)), and

- C. In the event a 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 OCR and the Bureau for review; and

6. Meeting the EEOP Requirement

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

- A. If Sub-grantee is a for-profit entity or a state or local government having 50 or more employees and was awarded, through this grant from the DPS a single award of \$500,000 or more in Federal US Department of Justice (DOJ) Funds, then an original EEOP or EEOP Short Form must be submitted within thirty (30) days of the award that includes a section specifically analyzing the sub-grantee (implementing) agency to the OCR, with a copy to the Bureau. For assistance in developing an EEOP, contact a specialist at OCR by dialing (202) 616-3208. Should an EEOP have already been submitted to the OCR encompassing the award period, sub-grantee shall submit to the Bureau a copy of the letter received from the OCR showing that an EEOP has been accepted. In addition, the Sub-grantee has to complete Section A of the Certification Form (attached and incorporated herein as Certification 1) and return it to the Bureau.
- B. If Sub-grantee is a for-profit entity or a state or local government having 50 or more employees and was awarded, through this grant from the DPS, a single award for more than \$25,000 and less than \$500,000, Sub-grantee must prepare an EEOP in accordance with 28 CFR 42.301, et seq, subpart E, that must be signed into effect by the proper authority and disseminated to all employees, and that is on file for review or audit by officials of OCR, as required by relevant laws and regulations. The Bureau reserves the right to request a copy of the EEOP. 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. The Bureau will then forward a copy of the original certification to the OCR.
- C. If Sub-grantee has received an award for less than \$25,000; and/or if the Sub-grantee has less than 50 employees, regardless of the amount of the award; and/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 submit the original Certification Form to OCR, with a copy to the Bureau. The Bureau will then forward a copy of the original certification to the OCR.

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

- 7. 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

2011 Project Safe Neighborhood-LCPD

8. 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, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide;
9. 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
10. The Sub-grantee must promptly refer to the DOJ OIG and 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 OIG and Bureau by mail:

Office of the Inspector General
 U.S. Department of Justice
 Investigations Division
 950 Pennsylvania Avenue, N.W.
 Room 4706
 Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig

And;

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

11. 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,

2011 Project Safe Neighborhood-LCPD

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

12. 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; and
13. 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, without the express prior written approval of OJP.
14. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2010) the Bureau encourages Sub-grantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers
15. The Sub-grantee agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report then names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement does not apply to grant awards made to an individual who received the award as a natural person (i.e, unrelated to any business or non-profit organization that he or she may own operate in his or her name).
16. 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
17. 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
18. The Sub-grantee 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

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 24.

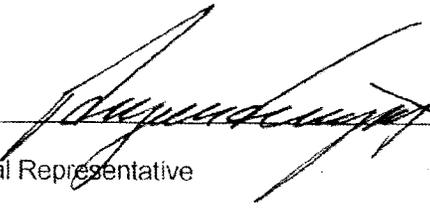
1. Audits are due, to the Bureau, no later than nine months (9 months) following the end of the state fiscal year. Should an audit not be submitted by the due date, a letter must be submitted to the Bureau stating the reasons for delay and anticipated delivery date of the audit report; and
2. Submit 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.

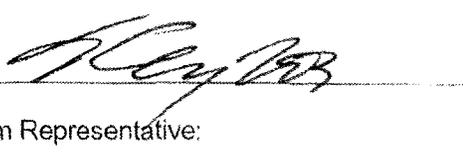
SECTION TEN: AMENDMENTS AND MODIFICATIONS

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.

By: 
Fiscal Representative

By: 
Program Representative:

Printed Name: Augie Henry, III

Printed Name: Lt. Sean Kearney

Address:
700 N. Main Street
Las Cruces, NM 88001

Address:
700 N. Main Street
Las Cruces, NM 88001

Telephone No:
575-541-2035

Telephone No:
575-541-4730

Email:
auhenny@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 tortuous 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)
- D. Personnel Activity Request (PAR) (Form 4)
- E. Fixed Asset Form (Form 5)

SECTION NINETEEN: ATTACHMENTS

Attachments listed below are incorporated into and made part of this Agreement:

- A. Memorandum of Understanding (Attachment A)
- B. Sub-grantee's Application (Attachment B)

Attachments listed below need to be completed and returned to the Bureau along with this Agreement, if applicable:

- A. Goals and Objectives Change Form (Attachment C)
- B. Revised Budget Detail Worksheet (Attachment D)

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

SECTION TWENTY: CERTIFICATIONS

The below listed certifications **must** be completed and returned to the Bureau along with this signed 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)
- F. Confidential Funds Certification, if applicable (Certification 6)
- G. Privacy Certification (Certification 7)

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,
County Commission Chairman,
Or Pueblo/Tribal Governor/President, or Designee
(Circle one)

Date: 9/29/2011

APPROVED AS TO FORM:
[Signature]
City Attorney

Printed Name: Ken Miyagishima

Title: Mayor

By: [Signature]
Program Agency Director

Date: 9/27/11

Printed Name: Robert Scaling

Title: Interim-Finance Director

DEPARTMENT OF PUBLIC SAFETY:

By: _____
Cabinet Secretary or Designee

Date: _____

Printed Name: _____

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

By: [Signature]
Chief Legal Counsel or Designee

Date: 9.28.11

Printed Name: John W. Wheeler

**DEPARTMENT OF PUBLIC SAFETY
GRANTS MANAGEMENT BUREAU (GMB)
BUDGET DETAIL WORKSHEET**

1. 200 CATEGORY COSTS

1a. Personnel - 200 – List each position by title. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Identify matching contribution in parenthesis.

Name/Position	Computation	Cost
N/A		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
1a. Sub-Total Federal Funds		\$ -

1b. Fringe Benefits - 200 – Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for those listed in the personnel budget category and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation. Identify matching contribution in parenthesis.

Type	Computation	Cost
N/A		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
1b. Sub-Total Federal Funds		\$ -

Justification Personnel and Fringe Benefits (Provide a written justification explaining the purpose of this expenditure and its relationship to the mission of the project):

Total 200 Category (line 1a. + 1b.)	\$ -
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2. 300 CATEGORY COSTS

2a. Contractual Services - 300 – For each contractor enter the name, if known, service to be provided, hourly or daily fee, and estimated time on the project. Identify matching contribution in parenthesis.

Name of Contractor	Service Provided	Computation	Cost
N/A			\$ -
			\$ -
			\$ -
2a. Sub-Total Federal Funds			\$ -
Justification Contractual Services (Provide a written justification explaining the purpose of this expenditure and its relationship to the mission of the project):			
Total 300 Category (line 2a.)			\$ -

3. 400 CATEGORY COSTS

3a. Travel - 400 – Itemized travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc). Show the basis of the computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known. Registration Fees should be included in the "Other Costs Category" not the "Travel Costs Category". Identify matching contribution in parenthesis.

Purpose	Location	Computation	Cost
N/A			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
3a. Sub-Total Federal Funds			\$ -
Justification Travel (Provide a written justification explaining the purpose of this expenditure and its relationship to the mission of the project):			

3b. Equipment – 400 – List non-expendable items that are to be purchased. **Equipment is tangible property having a useful life of more than one year and/or an acquisition cost of \$5,000 or more per unit.** Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. All equipment will be bar-coded by the GMB for tracking purposes. Identify matching contribution in parenthesis.

Item	Computation	Cost
DIGITAL SLR CAMERA WITH 300MM TELEPHOTO LENS AND ACCESSORIES	CAMERA-\$1400; LENS \$500; CASE AND SD MEMORY CARD \$100	\$ 2,000.00
IMAGE STABILIZED 10 X 30 BINOCULARS	5 X \$700	\$ 3,500.00
NIGHT VISION MONOCULAR OR BINOCULARS	2 X \$600	\$ 1,200.00
TACTICAL EARPIECE SETS FOR RADIOS	10 X \$150	\$ 1,150.00
		\$ -
		\$ -
3b. Sub-Total Federal Funds		\$ 7,850.00

Justification Equipment-These items will be used to conduct surveillance operations on gang members and other offenders. Night vision capabilities are frequently used as most operations are conducted at night. Camera and binoculars will be used for distant surveillance in order to enhance officer safety. Tactical earpieces used to enhance officer safety during enforcement and surveillance operations.

3c. Supplies – 400 – List items by type (office supplies, postage, training materials, copying paper) and show the basis for computation. Supply items cost less than \$5,000 and have a shelf life of less than one year. Identify matching contribution in parenthesis

Supply Item	Computation	Cost
LITHIUM BATTERIES FOR FLASHLIGHTS AND SURVEILLANCE DEVICES	ASSORTED	\$ 150.00
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
3c. Sub-Total Federal Funds		\$ 150.00

Justification Supplies-Batteries used to power flashlights and other surveillance equipment used during enforcement and surveillance operations.

3d. Administrative Costs – 400 - costs of the fiscal agency that are not readily assignable to a particular project, but are necessary operation of the organization to administer the grant project. Usually limited to 5% of the awarded amount.

Description	Computation	Cost
N/A		\$ -
3d. Sub-Total Federal Funds		\$ -

Justification Administrative Costs (Provide a written justification explaining the purpose of this expenditure and its relationship to the mission of the project):

3e. Confidential Funds – 400 - confidential funds are those monies allocated to **Purchase of Service (P/S)** which includes effects to create or establish the appearance of affluence for undercover purposes, within reasonable limits. **Purchase of Evidence (P/E)** for purchase of evidence and/or contraband, such as narcotics. **Purchase of Information (P/I)** which includes the payment of monies to an informant for specific information.

Description	Computation	Cost
N/A		\$ -
3e. Sub-Total Federal Funds		\$ -

Justification Confidential Funds (Provide a written justification explaining the purpose of this expenditure and its relationship to the mission of the project):

3f. Other Costs – 400 – List items (e.g., telecommunication, vehicle maintenance, equipment maintenance, janitorial or security services, registration fees) by major type and the basis of the computation. For example, telecommunication costs, provide number of phone lines, monthly cost, and number of months. Identify matching contribution in parenthesis.

Description	Computation	Cost
N/A		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
3f. Sub-Total Federal Funds		\$ -

Justification Other Costs (Provide a written justification explaining the purpose of this expenditure and its relationship to the mission of the project):

Total 400 Category	\$	8,000.00
<small>(line 3a. + 3b. + 3c. + 3d. + 3e. + 3f.)</small>		

BUDGET SUMMARY

Budget Category	Costs	
Personnel Services - 200	\$	-
Fringe Benefits - 200	\$	-
200 - Category Total	\$	-
Contractual Services - 300	\$	-
300 - Category Total	\$	-
Travel - 400	\$	-
Equipment - 400	\$	7,850.00
Supplies - 400	\$	150.00
Administrative Costs - 400	\$	-
Confidential Funds - 400	\$	-
Other Costs - 400	\$	-
400 - Category Total	\$	8,000.00
Total Program Cost	\$	8,000.00

**CERTIFICATION OF COMPLIANCE WITH REGULATIONS
OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS
FOR SUB-GRANTS ISSUED BY THE DEPARTMENT OF PUBLIC SAFETY**

Instructions: Complete the identifying information, which can be found in the Sub-grant Agreement, in the table below. Read the form completely, identifying, under "I", the person responsible for reporting civil rights findings; and checking only the one certification under "II" that applies to your agency. The Authorized Official should sign at the bottom of page 2, and a copy of the form shall be retained by the sub-grantee and a copy forwarded to the person you identified under "I". If the sub-grantee is claiming Certification A or Certification B under Section II, the Department of Public Safety, Grants Management Bureau shall forward the original signed Certification to the Office for Civil Rights. The Department of Public Safety, Grants Management Bureau, will retain a copy of the form, along with your Sub-grant Agreement, Program Description, and Budget Detail worksheet, Memorandums of Understanding and/or any other required documents. **(Sub-grant Agreements will not be accepted without this form).**

Grant #: 11-PSN-LCPD-SFY12

Grant Project Title: LCPD PSN FY11

Sub-grantee Name: (Funded Entity) Las Cruces Police Department

Address:

700 N. Main Street, Las cruces, New Mexico 88001

Award Period: From: October 1, 2011

To: June 30, 2012

Award Amount: \$8,000.00

Project Director's Name & Phone: Lt. Sean Kearney (575) 528-4730

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.

I. **REQUIREMENTS OF SUBGRANT RECIPIENTS:** All sub-grant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

- I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et seq.*; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (See also, 2000 Executive Order #13166).
- I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to: Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice at 810 Seventh Street NW, Washington, DC 20531 and a copy to Department of Public Safety, Grants Management Bureau at 4491 Cerrillos Road, Santa Fe, NM 87504 within 30 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 30 days of the grant award beginning date. A copy of this certification will be provided to this person, as identified here:

Person responsible for reporting civil rights findings of discrimination: (Name, address & phone)

Name: Mary Pierce, EEO-Human Resources

Address:

700 N. Main Street, Las Cruces, New Mexico 88001

Phone: 575-528-3227

II. EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS: Check the box before **ONLY THE ONE** APPROPRIATE CERTIFICATION (A, B, or C below) that applies to this sub-grantee Agency during the award period noted in the table.

CERTIFICATION "A" [NO EEOP IS REQUIRED IF (1), (2), OR (3) BELOW APPLY]
This is the Certification that most non-profits and small agencies will use. Check (1), (2) and/or (3) as they apply to your entity. (More than one may apply).

_____ (1) is an educational, medical or non-profit institution or an Indian Tribe; and/or

_____ (2) has less than 50 employees; and/or

 X (3) was awarded through this grant from the Department of Public Safety less than \$25, 000 in the Federal U.S. Department of Justice Funds.

CERTIFICATION "B" (EEOP MUST BE ON FILE)
This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Department of Public Safety, more than, \$25,000, but less than the \$500, 000 in federal U.S. Department of Justice Funds.

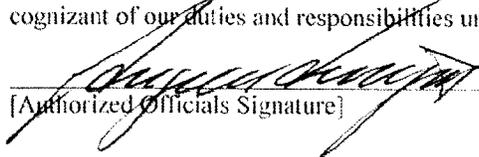
Therefore, I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq. subpart E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the Department of Public Safety or the Office for Civil Rights, Office of Justice Programs as required by relevant laws and regulations.

CERTIFICATION "C" (EEOP MUST BE SUBMITTED)
This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Department of Public Safety a single award of \$500,000 or more in federal U.S. Department of Justice funds.

Therefore, if Certification "C" applies, I hereby certify that the funded entity will submit, within 30 days of the award, an EEOP or an EEOP Short Form that will include a section specifically analyzing the sub-grantee (implementing) agency. The Short Form can be completed on line, and can be found at: http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm. Please print out and submit the original completed form to: **Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice at 810 Seventh Street NW, Washington, DC 20531** and a copy to **Department of Public Safety, Grants Management Bureau at 4491 Cerrillos Road, Santa Fe, NM 87504.**

If you have already submitted an EEOP that encompasses the grant award period, sub-grantee shall submit a copy of the letter received from the Office of Civil Rights showing that your EEOP has been accepted.

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]

 9-27-11
Date

 Augie Henry, III
[Typed Name]

 Grants Administrator
Title

**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 #: 11-PSN-LCPD-SFY12 Grant Project Title: LCPD PSN FY11

Sub-grantee Name: (Funded Entity) Las Cruces Police Department
Address:
700 N. Main Street, Las Cruces, New Mexico 88001

Award Period: From: October 1, 2011 To: June 30, 2012 Award Amount: \$8,000.00

Project Director's Name & Phone: Lt. Sean Kearney (575) 528-4730

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.

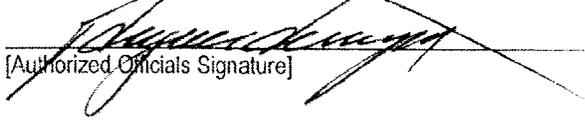
Person responsible for certification compliance: (Name, address & phone)

Name: Mary Pierce, EEO – Human Resources

Address:
700 N. Main Street, Las Cruces, New Mexico 88001

Phone: 575-528-3227

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 Official's Signature]

9-27-11
Date

Augie Henry, III
[Typed Name]

Grants Administrator
Title

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

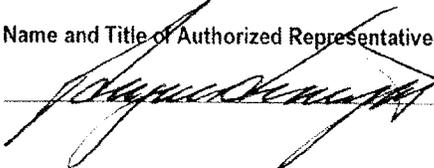
STANDARD ASSURANCES

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 1954 (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: 11-PSN-LCPD-SFY12 2. Sub-grantee Name (funded entity): Las Cruces Police Department
3. Sub-grantee Address: 700 N. Main Street, Las Cruces, New Mexico 88001
4. Type/Print Name and Title of Authorized Representative: Auguie Henry, III, Grants Administrator
5. Signature:  6. Date: 9-27-11

GMB Certification 3

08.02.2011

*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 applicant 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 subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

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:

(a) 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;

(b) 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;

(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

Lobbying; Debarment, Suspension & Other Matters Certification

this certification; and (d) 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 application.

3. DRUG-FREE WORKPLACE (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:

(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 an on-going 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; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) 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 (a);

(d) 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; and
- (2) 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;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) 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;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

- (1) 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
- (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;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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:

Lobbying, Debarment, Suspension & Other Matters Certification

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

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 (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

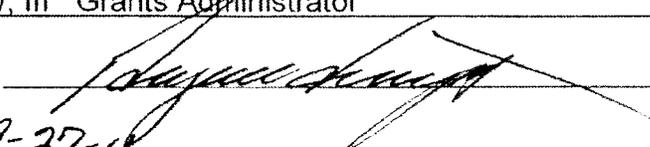
B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

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: 11-PSN-LCPD-SFY12
 2. Sub-grantee Name (funded entity): Las Cruces Police Department
 3. Sub-grantee Address: 700 N. Main Street, Las Cruces, New Mexico 88001
-

4. Type/Print Name and Title of Authorized Representative:
Augie Henry, III Grants Administrator

5. Signature: 

6. Date: 9-27-11

NEW MEXICO DEPARTMENT OF PUBLIC SAFETY
GRANTS MANAGEMENT BUREAU

Overtime Certification

On behalf 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 Las Cruces Police Department 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 Las Cruces Police Department 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.

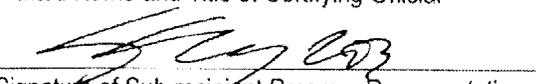
I certify that any Holiday, Vacation, Comp time, Sick leave, Annual leave, Other (specify) _____, shall be considered as time worked for calculating actual hours worked for above specified work period.

Las Cruces Police Department
Full Name of Sub-recipient


Signature of Certifying Official

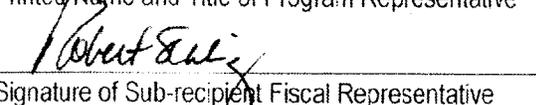
9-27-11
Date

Auguie Henry, III Grants Administrator
Printed Name and Title of Certifying Official


Signature of Sub-recipient Program Representative

9-27-11
Date

Lt. Sean Kearney
Printed Name and Title of Program Representative


Signature of Sub-recipient Fiscal Representative

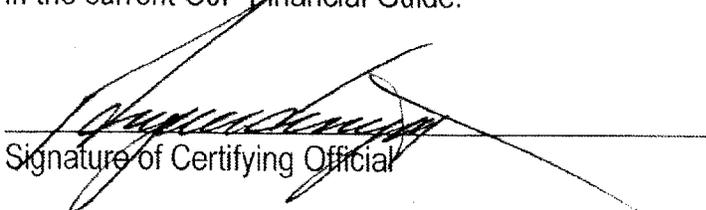
9/27/11
Date

Robert Scaling, Interim Finance Director
Printed Name and Title of Fiscal Representative

NEW MEXICO DEPARTMENT OF PUBLIC SAFETY
GRANTS MANAGEMENT BUREAU

Confidential Funds Certification

On behalf of the Sub-recipient named below, I as the Certifying Official certify that I have read, understand and agree to abide by all the conditions for confidential funds as set forth in the current OJP Financial Guide.



Signature of Certifying Official

Augie Henry, III
Printed Name of Certifying Official

Grants Administrator
Title of Certifying Official

Las Cruces Police Department
Full Name of Sub-recipient

**CITY OF LAS CRUCES
ADOPTED BUDGET FY 2011/2012**

FUND	DIVISION		FUND TYPE	
Police Fund 2400	Police		Special Revenue	
	FY 2010/11 Projected*	FY 2011/12 Adopted	Adjustment	FY 2011/12 Adjusted
RESOURCES				
Beginning Balance	\$ 0	0		0
REVENUES				
37020 NM Dept of Transportation	\$ 0	8,400		8,400
37300 NM Dept of Public Safety	0	0		0
37313 Department of Homeland Security	971	0		0
37301 U.S. Department of Justice	10,000	0		0
37312 Immigration & Customs Enforcement	0	10,000		10,000
37310 Federal Bureau of Investigation	27,765	75,000		75,000
37308 Region VII Drug Interdiction	0	0		0
37309 OJJDP After School Program	18,462	231,538		231,538
37311 Domestic Highway Enforcement (HIDTA)	18,980	9,450		9,450
37302 Project Safe Neighborhoods-DOJ	0	10,000	(2,000)	8,000
37015 Southern New Mexico Border Region Coalition	0	11,400		11,400
37315 NM Homeland Security - Stonegarden	51,929	200,000		200,000
37320 U.S. Marshals	6,000	25,000		25,000
Total Revenues	\$ 134,107	580,788	(2,000)	578,788
Total Resources	\$ 134,107	580,788	(2,000)	578,788
EXPENDITURES				
37020 NM Dept of Transportation	\$ 0	8,400		8,400
37300 NM Dept of Public Safety	0	0		0
37313 Department of Homeland Security	971	0		0
37301 U.S. Department of Justice	10,000	0		0
37312 Immigration & Customs Enforcement	0	10,000		10,000
37310 Federal Bureau of Investigation	27,765	75,000		75,000
37308 Region VII Drug Interdiction	0	0		0
37309 OJJDP After School Program	18,462	231,538		231,538
37311 Domestic Highway Enforcement (HIDTA)	18,980	9,450		9,450
37302 Project Safe Neighborhoods-DOJ	0	10,000	(2,000)	8,000
37015 Southern New Mexico Border Region Coalition	0	11,400		11,400
37315 NM Homeland Security - Stonegarden	51,929	200,000		200,000
37320 U.S. Marshals	6,000	25,000		25,000
Total Expenditures	\$ 134,107	580,788	(2,000)	578,788
ENDING BALANCE	\$ 0	0	0	0

*Projected based on 8 months actual through February 28, 2011 and 4 months projected.