

City of Las Cruces[®]

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 4 Ordinance/Resolution# 13-070

For Meeting of _____
(Ordinance First Reading Date)

For Meeting of November 19, 2012
(Adoption Date)

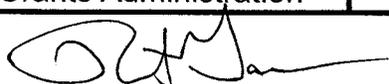
Please check box that applies to this item:

QUASI JUDICIAL LEGISLATIVE ADMINISTRATIVE

TITLE: A RESOLUTION TO ACCEPT GRANT FUNDING FROM THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES (COPS) IN THE AMOUNT OF \$35,792.00, RATIFY THE CITY MANAGER'S SIGNATURE ON THE COOPERATIVE AGREEMENT, AND ADJUST THE FY 2013 BUDGET.

PURPOSE(S) OF ACTION:

Accept grant funding and adjust the budget.

| | | |
|--|--|----------------------------------|
| COUNCIL DISTRICT: All | | |
| <u>Drafter/Staff Contact:</u> S. Nicole Williams | <u>Department/Section:</u> Financial Services / Grants Administration | <u>Phone:</u> 541-2716 |
| <u>City Manager Signature:</u> |  | |

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

On Sept 17, 2012, the City was notified of a competitive federal grant award in the amount of \$35,792.00 from the Department of Justice, Office of Community Oriented Policing Services (COPS); grant award number 2012CKWXK009, for the Las Cruces Police Department (LCPD) program entitled the "Valley View Elementary Community Policing Study".

Per the approved grant proposal, the LCPD will utilize grant funding to support the salary and fringe benefits of a part-time intern position for the duration of the grant; a laptop and printer for use by the intern, and general office supplies and costs associated with printing educational handout materials.

The intern will play a vital role in supporting the proposed program and on-going efforts by LCPD to conduct programs geared to reduce property crimes, illegal firearms, and illegal narcotics within specific neighborhoods by innovative policing concepts for future evaluation as compared with current community policing methods. The intern will be directly assigned to the Valley View Elementary Community Policing Study (the program) and will be responsible for specific programmatic data collection, analysis and dissemination. While data collection, analysis, and dissemination is currently being performed by a Crime Analyst and LCPD Officers, the addition

(Continue on additional sheets as required)

of an intern would provide the ability to test innovative data tracking techniques in an effort to enhance the LCPD's ability to dynamically engage communities in need of specialized community policing efforts.

The proposed program goal is to reduce property crimes, illegal firearms, and illegal narcotics within a neighborhood by innovative policing concepts which will be tracked and evaluated as compared with current community policing methods. The geographic area selected has been historically plagued with crime, social disorder, and the fear of crime. The approach to this problem is to track the number of calls for service, number of police related incidents, number of police reports, rate of repeat calls to diagnose first response, learning how to deal with calls most effectively and preventively, and a broader focus on patterns and systems. By implementing this approach, it will challenge those principles of decision-making and create a systematic feedback to provide continuous quality improvement in the achievement of police objectives. This initiative is intended to mobilize residents of the pre-designated neighborhood to help develop a community crime-prevention strategy to reduce and prevent property crimes, illegal narcotic transactions, and use of weapons in a high-crime area of Las Cruces. It will focus on a small cluster of high-crime addresses, rather than patrol beats or districts. This will be accomplished by increasing police presence in "hot spots" of crime, as well as, police intervention techniques that will be statistically recorded for evidence-based evaluation.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Notice of Award letter dated September 17, 2012.
3. Exhibit "B", Cooperative Agreement.
4. Exhibit "C", Budget Adjustment.

SOURCE OF FUNDING:

| | | | |
|---|-----------------------------------|-------------------------------------|---|
| Is this action already budgeted? | 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 Fund. |
| Does this action create any revenue? | Yes | <input checked="" type="checkbox"/> | Funds will be deposited into this fund: <u>2470</u> in the amount of <u>\$35,792.00</u> for <u>FY13</u> . |
| | No | <input type="checkbox"/> | There is no new revenue generated by this action. |
| | | | |

(Continue on additional sheets as required)

BUDGET NARRATIVE

Grant funds will be budgeted in Fund 2470: DOJ Programs, under Project Code 37121 for salary and fringe benefits associated with the grant-funded intern position, minor equipment purchases, a software license and general office supplies.

FUND EXPENDITURE SUMMARY:

| Fund Name(s) | Account Number(s) | Expenditure Proposed | Available Budgeted Funds in Current FY | Remaining Funds | Purpose for Remaining Funds |
|--------------|-----------------------|----------------------|--|-----------------|-----------------------------|
| DOJ Programs | VARIOUS | \$27,486.00 | \$27,486.00* | \$0.00 | N/A |
| DOJ Programs | 24147440-730110-37121 | \$3,824.00 | \$3,824.00* | \$0.00 | N/A |
| DOJ Programs | 24147440-730200-37121 | \$4,122.00 | \$4,122.00* | \$0.00 | N/A |
| DOJ Programs | 24147440-722112-37121 | \$360.00 | \$360.00* | \$0.00 | N/A |

*Upon approved budget adjustment.

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will ratify the City Manager's signature on the Cooperative Agreement and authorize the budget adjustment for FY 13.
2. Vote "No"; this will reject the grant award and could hinder future awards being granted to LCPD from the agency.
3. Vote to "Amend"; this is not an option as the grant funding is specific to the granting agency.
4. Vote to "Table"; this is not an option, as grant funding must be accepted in a timely manner as to meet expenditure deadlines.

REFERENCE INFORMATION:

N/A

RESOLUTION NO. 13-070

A RESOLUTION TO ACCEPT GRANT FUNDING FROM THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES (COPS) IN THE AMOUNT OF \$35,792.00, RATIFY THE CITY MANAGER'S SIGNATURE ON THE COOPERATIVE AGREEMENT, AND ADJUST THE FY 2013 BUDGET.

The City Council is informed that:

WHEREAS, on September 17, 2012, the City of Las Cruces was notified of a federal grant award in the amount of \$35,792.00 from the U.S. Department of Justice, Office of Community Policing Services (COPS); Exhibit "A", attached hereto and made part of this resolution; and

WHEREAS, the Las Cruces Police Department will use grant funding to support the salary and fringe benefits of a part-time intern position, a laptop and printer for use by the intern, and general office supplies and printing costs as associated with the proposed community policing program.

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

(I)

THAT the City of Las Cruces is approved to accept the grant award in the amount of \$35,792.00, on behalf of the Las Cruces Police Department, from the U.S. Department of Justice, Office of Community Policing Services (COPS), grant number 2012CKWXK009.

(II)

THAT the City Manager's signature on the cooperative agreement is ratified; Exhibit "B", attached hereto and made part of this resolution.

(III)

THAT the City's FY 13 budget is adjusted as prescribed in Exhibit "C", attached hereto and made part of this resolution.

(IV)

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

DONE AND APPROVED this _____ day of _____, 20_____.

APPROVED:

Mayor

ATTEST:

City Clerk

(SEAL)

Moved by: _____

Seconded by: _____

APPROVED AS TO FORM:

VOTE:

| | |
|---------------------|-------|
| Mayor Miyagishima: | _____ |
| Councillor Silva: | _____ |
| Councillor Smith: | _____ |
| Councillor Pedroza: | _____ |
| Councillor Small: | _____ |
| Councillor Sorg: | _____ |
| Councillor Thomas: | _____ |



City Attorney



U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES

COPS

Office of the Director
145 N Street, N.E., Washington, DC 20530

September 17, 2012

Richard Williams, Chief
Las Cruces Police Department
700 N. Main
P.O. Box 20000
Las Cruces, NM 88004

Subject: ORI NM00701 Cooperative Agreement # 2012CKWXK009

Dear Chief Williams:

On behalf of the Attorney General and the Office of Community Oriented Policing Services (COPS), it is my pleasure to inform you that we have approved your proposal for the Valley View Elementary Community Policing Study in the amount of \$35,792. The COPS Office recognizes and appreciates your commitment to this very important initiative.

Enclosed in this packet are the award document and cooperative agreement; both documents must be appropriately signed in two locations. Both the award document and the cooperative agreement contain terms and conditions that apply to your award. Be sure to familiarize yourself with all terms and conditions in both documents. **To officially accept the award, please sign both the enclosed award document and cooperative agreement and return the originals to the COPS Office within 45 days.** Failure to submit the signed documents in this 45-day period could result in COPS withdrawing your program and de-obligating your funds.

A supplemental online award package for 2012 CPD awardees can be found at <http://www.cops.usdoj.gov/Default.asp?Item=2450>. We strongly encourage you to visit this site immediately to access a variety of important and helpful documents associated with your award, including the CPD Award Owner's Manual, which specifies the terms, conditions, and requirements of your grant.

Should you have questions regarding any matters related to this award, please do not hesitate to contact your program manager, Cynthia Pappas at 202-514-8252 or Cynthia.Pappas@usdoj.gov. Please mail your signed award and cooperative agreement to:

U.S. Department of Justice, COPS Office
ATTN: Cynthia Pappas
Research and Development Division
145 N Street, NE
11th Floor
Washington, DC 20530

I want to extend my personal appreciation for your efforts and congratulate you on this award. On behalf of the staff at the COPS Office, we look forward to working with you to complete this important project.

Sincerely,

Bernard Melekian
Director

Enclosures



U.S. Department of Justice
Office of Community Oriented Policing Services
 145 N Street NE, Washington, D.C. 20530

COPS

Research and Development (R&D)
Community Policing Advancement

145 N Street, N.E.
 Washington, DC 20530

Memorandum

To: Chief of Police Richard Williams
 Las Cruces Police Department

From: Sandra Webb, Deputy Director of Support
 Cynthia Pappas, Program Manager
 Budget Prepared By: Jessica Mansourian, Grant Program Specialist

Re: Valley View Elementary Community Policing Study Financial Clearance Memo

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions/Adjustments are noted below.

OJP Vendor #: 856000147

ORI #: NM00701

DUNS #: 077609279

Grant #: 2012CKWXK009

| <u>Budget Category</u> | <u>Proposed Budget</u> | <u>Approved Budget</u> | <u>Adjustments</u> | <u>Disallowed/Adjusted - Reasons/Comments</u> |
|------------------------|-------------------------|------------------------|--------------------|---|
| Personnel | \$26,000.00 | \$26,000.00 | \$0.00 | |
| Fringe Benefits | \$1,469.00 | \$1,469.00 | \$0.00 | |
| Supplies | \$1,200.00 | \$1,200.00 | \$0.00 | |
| Other | \$7,123.00 | \$7,123.00 | \$0.00 | |
| Direct Costs: | \$35,792.00 | \$35,792.00 | \$0.00 | |
| Grand Total | \$35,792.00 | \$35,792.00 | \$0.00 | |
| Grand Total: | Federal Share: | \$ 35,792.00 | | |
| | Applicant Share: | \$ 0.00 | | |

Cleared Date: 8/22/2012

Overall Comments:

All costs listed in this budget were programmatically approved based on the final Budget Detail Worksheets submitted by your agency to the COPS Office. Maintenance agreements (if applicable) must be purchased and paid in full within the award period. Prior to the obligation, expenditure or drawdown of grant funds for non-competitive contracts in excess of \$100,000, grantee must submit a sole source justification to the COPS Office for review and approval. Prior to the obligation, expenditure, or drawdown of grant funds for consultant fees in excess of \$550 per day when the consultant is hired through a noncompetitive bidding process, approval must be obtained from the COPS Office. If the vendor number on this form differs from the EIN number included in your application, then for administrative purposes only, we are assigning a different vendor number to your agency. The reason for this administrative change is that your original EIN number has been assigned to another agency. If this applies to your agency, please use the new vendor number on all financial documents related to this grant award. The vendor number should not be used for IRS purposes and only applies to this grant.



U.S. Department of Justice
Office of Community Oriented Policing Services

145 N Street, NE
Washington, DC 20530

**Cooperative Agreement #2012CKWXK009
Las Cruces Police Department**

I. Statement of Authority

This Cooperative Agreement between the Las Cruces Police Department ("Awardee") and the U.S. Department of Justice Office of Community Oriented Policing Services ("COPS Office"), is hereby entered into under the authority of 42 U.S.C. 3796dd et seq. The purposes of this Cooperative Agreement are described below.

II. Statement of Background and Purpose

BACKGROUND:

The City of Las Cruces, New Mexico (City) is in the southeastern portion of the state, on the eastern banks of the Rio Grande and west of the Organ Mountains. The Las Cruces Metropolitan Area is the second largest in New Mexico, and is centered in a predominantly agricultural region. The mild, temperate climate and close-proximity to the Mexico border provide ideal conditions for the influx of drug dealers and distributors, gang presence and numerous homeless and transient individuals. Additionally, due to the agricultural activities that are economically vital to the area, there are seasonal influxes of migrant workers and their families that travel to the area from Mexico to work in the fields and orchards. With this comes a serious challenge of managing increased poverty, accelerated crimes, illegal firearms and drug-trafficking incidents, lack of adequate housing, the deterioration of older neighborhoods and unmet healthcare and educational needs. The area identified for this study has been policed in the past by traditional policing concepts, such as directed patrols, person-based intelligence, routine patrol (reactionary), and community oriented policing. The policing concepts were largely ineffective at addressing these issues.

PRIMARY OBJECTIVE:

The Valley View Elementary Community Policing Study is designed to track the number of calls for service, number of police related incidents, number of police reports, rate of repeat calls to diagnose first response, learning how to deal with calls most effectively and preventatively, and a broader focus on patterns and systems in an effort to reduce property crimes, illegal firearms, and illegal narcotics within a specific neighborhood. The program is designed to identify efficient and valid methods of engaging with the local citizens in a targeted high-crime area to test innovative policing concepts for future evaluation as compared with current policing methods.

III. Scope of Work

For a period hereinafter set forth, the COPS Office and the Awardee will cooperatively furnish the necessary personnel, travel, supplies, and otherwise perform all things necessary for, or incident to, the performance of work (the accomplishment of functional objectives) as set forth below:

A. Specifically, the COPS Office will:

1. Designate a Program Manager to participate in the planning and management of this Cooperative Agreement and to coordinate activities.
2. Provide information and technical assistance from government sources within available resources and as determined appropriate by the Program Manager.
3. Provide guidance to the Awardee in the planning and development of strategies used in the project and in the coordination of the project with law enforcement agencies and organizations interested in contributing their support.
4. Work with the Awardee to provide them with the names and information regarding federal and non-federal partners involved in issues surrounding property crimes, illegal firearms, and illegal narcotics within a specific neighborhood. The
5. Review and approve all progress reports and deliverables, including the final report detailing a thorough assessment of the program's effectiveness.
6. If applicable, U.S. Department of Justice regulations permit an awardee to copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The COPS Office will reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (1) the copyright in any work developed under this Cooperative Agreement including any related subaward or contract; and (2) any rights of copyright to which the Awardee, including its subawardee or contractor, purchases ownership with support from this Cooperative Agreement. Additionally, the COPS Office may make available for reproduction material produced under this Cooperative Agreement by any means, including a U.S. Department of Justice website, a hard copy(ies), or in electronic form(s), without restriction.

B. Specifically, the Awardee will:

1. Be responsible for acquiring the rights, and ensuring that its subcontractors/authors acquire the rights, to copyrighted material for inclusion in U.S. Department of Justice publications or other products or deliverables that are developed under this Cooperative Agreement, including the payment of required fees. All licensing, publishing or similar agreements with a copyright holder, publisher or other relevant party shall include provisions giving the Federal Government a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the publication for Federal Government purposes.
2. Work closely with the COPS Office and Program Manager to achieve the tasks specified in this Cooperative Agreement.
3. Provide further detail on project plans as requested by the Program Manager.
4. Adhere to the requirements or tasks specified in this Cooperative Agreement and not deviate from them unless requested adjustments are first presented to and approved by the Program Manager.

5. Submit for prior approval or disapproval to the Program Manager any proposed changes in key staff assignments to this project and any significant changes in any partner's role or responsibilities.
6. Obtain written approval from the COPS Office prior to obligating, expending or drawing down Cooperative Agreement funds for the award of non-competitive contracts (including equipment purchases) in excess of \$100,000.
7. Ensure that all proposed deliverables and publications follow and are in accordance with the COPS Office Editorial and Graphics Style Manual.
8. Submit one copy of all reports and proposed products and deliverables (written, curricula, visual, sound, or websites) or computer programs resulting from this Cooperative Agreement to the Program Manager twenty (20) days prior to public release.
9. All products and deliverables (written, curricula, visual, sound, or websites) or computer programs developed under this Cooperative Agreement shall contain the following statement:

This project was supported by Cooperative Agreement Number 2012-CK-WX-K009 awarded by the Office of Community Oriented Policing Services, U.S. Department of Justice. The opinions contained herein are those of the author(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific agencies, companies, products, or services should not be considered an endorsement by the author(s) or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.

When appropriate, U.S. Department of Justice publications and other products and deliverables developed under this Cooperative Agreement should contain the following copyright notice:

Copyright © [year work was published] [name of copyright owner]. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, this publication for Federal Government purposes. This publication may be freely distributed and used for noncommercial and educational purposes only.

10. Ensure that all electronic and information technology deliverables (web sites and web-based information, video and multimedia products, compact disks, software applications and operating systems, and telecommunication products) are developed and produced in a format that is accessible according to Section 508 accessibility requirements. Specifically, video should contain closed-captioning and audio description options. Electronic publications should be created in HTML, PDF fully tagged, or accessible text file format and all web sites must be fully compliant with 508 accessibility standards. For more information on Section 508 accessibility requirements, consult <http://www.section508.gov/>.

11. If required, submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PWRA) of 1995.

12. Agree to cooperate with the monitor or evaluator if monitoring or an evaluation of this project is to be undertaken by the COPS Office or a third party and, in consultation with the COPS Office, agree to

make reasonable adjustments to programs and activities in recognition of significant points of evaluation or feedback and to remedy any violations of the terms and conditions of this award.

13. Be responsible for the development, approval and operation of all subawards and require its subawardees to adhere to applicable Federal requirements governing Federal assistance. The Awardee will ensure that subawardees maintain effective control and accountability over all funds, property and other assets covered by subawards and that each subawardee establishes and uses internal fiscal and program management procedures sufficient to prevent fraud, waste or abuse. 28 C.F.R. §§ 66.37, 70.5.

14. Will work to develop a marketing plan to increase the visibility of the project and any accompanying outcomes/deliverables at the request of the COPS Office. The Awardee will coordinate any marketing activities with the COPS Office.

15. Work closely with the COPS Office and Program Manager to respond to peer reviewer, Program Manager and/or other COPS staff comments prior to the Cooperative Agreement expiration date.

16. Obtain written approval from the COPS Office prior to entering into any contract, agreement or other obligation for costs related to any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award.

17. Ensure that all conference or similar event costs comply with current and future guidelines and policies that you receive from the COPS Office on conference planning, food and beverages, minimizing costs, and conference cost reporting.

18. Within 45 days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the Program Manager with the following information and itemized costs:

- 1) name of the event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs for audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other direct costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with Cooperative Agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;

- 3) transportation to/from event location (e.g., common carrier, privately owned vehicle (POV)); and
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

19. Submit all approved indirect cost rates, if applicable, covering the award period to the COPS Office within 30 days of approval from the cognizant federal agency.

If a provisional indirect cost rate is in effect at grant closeout, the Awardee shall proceed with closeout but will complete an expenditure analysis upon receipt of the approved final indirect cost rate to determine if an adjustment is necessary. If the Awardee drew down excess COPS funding for indirect costs, the Awardee must return the overpayment to the COPS Office and submit a revised Federal Financial Report (SF-425). If the Awardee incurred additional indirect costs, the Awardee may request a budget modification if the grant is still open and grant funds are available. If the Awardee returns or draws down COPS funding, the Awardee will submit a revised final Federal Financial Report (SF-425).

If an expired indirect cost rate was submitted at the time of application, the Awardee cannot draw down Cooperative Agreement funds for indirect costs until the COPS Office receives a current indirect cost rate agreement covering the award period.

20. Follow the *COPS Curriculum Standards, Review and Approval Guide* and *COPS Instructor Quality Assurance Guide*, if developing training curriculum or delivering training under this Cooperative Agreement. A copy of these guide will be supplied to you by your COPS Program Manager.

C. The Awardee acknowledges that:

1. If any part of the funded project contains research or statistical activities which involve human subjects that are not covered by an exemption set forth in 28 C.F.R. § 46.101(b)(1-6), the Awardee must meet the provisions of the U.S. Department of Justice's common rule regarding the Protection of Human Subjects, 28 C.F.R. Part 46, prior to the expenditure of Federal funds to perform such activity(ies). The Awardee also agrees to comply with 28 C.F.R. Part 22 regarding the safeguarding of individually identifiable information collected from research participants.
2. Implementation of this award shall be subject to Federal monitoring, auditing, and/or evaluation and/or a Single Audit Act audit (see OMB Circular A-133) and the Awardee agrees to cooperate with such activities by providing access to and copies of, as appropriate, all project-related records, documents and personnel. If the Awardee is a for-profit organization, the Uniform Administrative Requirements 28 C.F.R. § 70.26(d) states that, "Commercial organizations must follow the audit threshold in revised OMB Circular A-133 in determining whether to conduct an audit in accordance with Government Auditing Standards."
3. Failure to comply with the terms and conditions of this award may result in legal sanctions including, but not limited to, suspension and termination of funds, repayment of expended funds, and ineligibility to receive additional COPS funding.

4. False statements or claims made in connection with COPS awards may result in fines, imprisonment, debarment from participating in Federal grants or contracts, and/or any other remedy available by law to the Federal Government.

D. Specific Requirements

At a minimum, the following specific requirements shall be fulfilled by the Awardee during the specified timeframe.

Task 1. Determine a staffing strategy in partnership with the New Mexico State University Criminal Justice Department.

Task 1.1 Select a Criminal Justice Statistician Intern, subject to COPS Office approval, to conduct the Valley View Elementary Community Policing Study.

Task 1.2 Select a Criminal Justice Expert, subject to COPS Office approval, to assist with the ongoing evaluation of the study and to provide a final assessment report of the program to the LCPD and the COPS Office.

Task 2. Develop a system of tracking data specific to the identified problems (property crimes, illegal firearms, and illegal narcotics) within the specific area identified for this study.

Task 2.1 Through an electronic database, track the number of calls for service, number of police related incidents, number of police reports, and rate of repeat calls to diagnose first response.

Task 2.2 Designate three officers per three policing shifts (1 day, 1 swing and 1 graveyard) to the program neighborhood based on their familiarity with the goals and objectives of the COPS Office and their ability to instill an environment of trust within the community.

Task 2.3 Brief the designated officers on the new strategies that will be tested under the study to address various elements of the program goals and provide training on the the best methods of reporting to allow for a sound collection of data on the effectiveness of their actions.

Task 2.4 The Criminal Justice Statistician Intern will gather, categorize, and analyze narrative and statistical data that pertains to present criminal activity and will prepare and disseminate recommendations to the Crime Analyst and Area Commanders for deployment effectiveness and the efficiency in crime prevention.

Task 3. Conduct a thorough review of the program in partnership with the New Mexico State University Criminal Justice Department.

Task 3.1 The Criminal Justice Statistician Intern will provide a monthly brief to the LCPD Program Manager and the Criminal Justice Expert detailing the monthly activity statistics and providing for an assessment and recommendation of the strategies being performed under the study.

Task 3.2 The Program Manager and the Criminal Justice Expert will meet monthly to review the data and determine if the program is moving in the direction to accomplish the goals and objectives of the study, and how to best move forward with achieving the goals of the study.

Task 4. Produce a final evaluation for use by the LCPD and the COPS Office.

Task 4.1 Conduct an evaluation to compare previous community policing strategies with the new strategies implemented under this program to determine if there was a significant decrease in crime, social disorder, and fear of crime.

Task 4.2 Work with COPS Office and Program Manager to address peer review, Program Manager and/or other COPS staff comments regarding the final evaluation report.

Task 5. Produce a standalone executive summary document(s) for each publication produced from this award. This document(s) is intended for use by law enforcement executives and others interested in an abridged version of the resource(s) developed under this award, and it will summarize the awardees' work and highlight the major findings and recommendations. This document(s) will be subject to COPS Office review and approval.

E. Performance Time Line and Deliverables

The following is a performance time line for all deliverables and their due dates (based upon an award date of 09/01/2012) which are considered to be significant in the performance of this Cooperative Agreement. One electronic copy of deliverable items shall be delivered and in accordance with the following schedule:

| <u>Deliverables</u> | <u>Date</u> |
|---|---------------|
| Select Criminal Justice Statistician Intern | October 2012 |
| Select Criminal Justice Expert | October 2012 |
| Designate three officers per three policing shifts | November 2012 |
| Provide training to the designated officers | November 2012 |
| Intern Progress briefs | Monthly |
| Program Manager/Criminal Justice Expert assessment meetings | Monthly |
| Final Evaluation Report | August 2014 |

All deliverable items shall be furnished to the following:

Cynthia E. Pappas, Senior Social Science Analyst
 U.S. Department of Justice, Office of Community Oriented Policing Services
 Research & Development Division
 145 N Street, NE, 11th Floor
 Washington, DC 20530
 202-514-8252
Cynthia.Pappas@usdoj.gov

F. Financial Status Reports

The Awardee will provide quarterly reports of project activity and expenditures. Specifically, the Awardee is required to submit quarterly Federal Financial Reports on the Standard Form 425 (SF-425) within 30 days after the end of each quarter (January 1-March 31 / April 1-June 30 / July 1-September 30 / October 1-December 31). A final SF-425 is due within 90 days after the end of the grant period. Awardees must submit the quarterly SF-425 online. Visit the COPS website at <http://www.cops.usdoj.gov> and select the "Account Access" link in the upper right corner to login, complete, and submit reports online.

G. Programmatic Progress Reports

The Awardee will provide periodic progress reports detailing project activity. Specifically, the Awardee will submit progress reports through the COPS online progress reporting system in the frequency requested. These progress reports should be received by the COPS Office within 30 days of the end of the reporting period. The Awardee will also submit a final progress report to the COPS Office within 30 days of the end of the award period.

IV. Period of Performance

The period of performance of this Cooperative Agreement is 24 months from the Cooperative Agreement Award Start Date (award period 09/01/2012 to 08/31/2014).

V. Financial Administration

A. Funding: The total not-to-exceed amount of Federal funding to be provided under this Cooperative Agreement is \$35,792 as specified in the official Financial Clearance Memo that accompanies this document.

B. Travel: All travel plans related to the Cooperative Agreement and to the development of the deliverables should be submitted to the Program Manager for review by the COPS Office.

1. If the Awardee is subject to OMB Circular A-21 Cost Principles for Educational Institutions, OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments, or OMB Circular A-122 Cost Principles for Non-Profit Organizations, then travel costs that are incurred directly by the Awardee or for project-related non-Awardee travel will be reimbursed based upon the Awardee's written institutional travel policy if the costs are reasonable and allocable to the project. In the absence of an acceptable institutional travel policy, allowable per diem travel costs for lodging, meals and incidentals will be reimbursed based on the established GSA per diem rates for the relevant geographic area. Allowable airfare travel costs will be reimbursed based upon the lowest discount commercial airfare, the Federal Government contract airfare (if authorized and available), or standard coach airfare, unless otherwise authorized in advance by the COPS Office.
2. If the Awardee is subject to FAR-31.2, Contracts with Commercial Organizations, then travel costs that are incurred directly by the Awardee will be reimbursed if the costs are reasonable and allowable under the project. Travel costs for lodging, meals and incidental expenses may be reimbursed based on per diem, actual expenses or a combination of these methods, as long as the reimbursement rate does not exceed established GSA per diem rates as set forth in the Federal Travel Regulation. Transportation costs may be reimbursed based on mileage rates, actual costs

incurred, or on a combination of these methods. Allowable airfare travel costs will be reimbursed based upon standard coach fare, unless otherwise authorized in advance by the COPS Office.

C. Consultant Rates: Unless otherwise approved by the COPS Office, approved consultant rates will be based on the salary a consultant receives from his or her primary employer, as applicable, up to \$550 per day. For consultant or contractor rates which exceed \$550 per day, the COPS Office requires written justification if the consultants or contractors are hired through a noncompetitive bidding process. Authorization requires submitting a detailed written justification of the consultant rate to the Program Manager. Specific and detailed written justification for each additional consultant must be submitted to and approved by the COPS Office prior to obligation or expenditure of such funds.

D. Project Budget: The approved project budget, dated 8/22/2012, is incorporated herein and made a part of this Cooperative Agreement. Reallocation of dollars between approved budget categories is allowed up to ten percent (10%) of the total award amount as last approved by the COPS Office, provided there is no change in project scope. When the cumulative changes exceed ten percent (10%) of the total award amount or change the scope of the project, prior written approval from the COPS Office is required. The Awardee must promptly notify the COPS Office in writing of events or proposed changes in excess of ten percent (10%) of the total award amount and must obtain written approval from the COPS Office for the changes before incurring the proposed costs. In requesting an adjustment, the Awardee will set forth the reasons and the basis for the proposed change and any other information deemed helpful for review by the COPS Office.

E. Payment: All costs claimed for reimbursement, and payment, including the final payment, shall be submitted via the Grant Payment Request System (GPRS).

F. No-Cost Extensions of Time: Awardee must provide a reasonable justification for delays in implementing this Cooperative Agreement to be granted a no-cost extension. A request for an extension of the grant award period to receive additional time to implement the funded program is at the discretion of the COPS Office. Such extensions do not provide additional funding.

G. Employment: Awardee acknowledges that nothing in this Cooperative Agreement shall be construed to create an employment relationship with the COPS Office or with the Federal government or to require provision of any benefits incident to employment.

VI. Program Manager(s)**A. COPS Office**

Cynthia E. Pappas, Senior Social Science Analyst
U.S. Department of Justice, Office of Community Oriented Policing Services
Research & Development Division
145 N Street, NE, 11th Floor
Washington, DC 20530
202-514-8252
Cynthia.Pappas@usdoj.gov

B. Awardee

S. Nicole Williams, Grant Writer
700 N. Main
P.O. Box 20000
Las Cruces, NM 88004
575-541-2716
swilliams@las-cruces.org

VII. General Provisions

The Awardee of record must follow all requirements imposed by the Department of Justice as an award term, condition or administrative requirement of the grant, including but not limited to: the COPS Community Policing Development Program Award Owner's Manual; the Assurances and Certifications; the COPS statute (42 U.S.C. 3796dd et seq.); 28 C.F.R. Part 66 or 28 C.F.R. Part 70 as applicable (governing administrative requirements for grants and cooperative agreements); 2 C.F.R. Part 225 (OMB Circular A-87), 2 C.F.R. Part 220 (OMB Circular A-21), 2 C.F.R. Part 230 (OMB Circular A-122) and 48 C.F.R. Part 31.000 et seq. (FAR 31.2) as applicable (governing cost principles); OMB Circular A-133 (governing audits); the current edition of the COPS Grant Monitoring Standards and Guidelines; the COPS Office Editorial and Graphics Style Manual; and all other applicable program requirements, laws, orders, regulations, or circulars.

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," the COPS Office encourages recipients of Department of Justice funds to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease crashes caused by distracted drivers.

VIII. Modifications

The designated COPS and Awardee project officers (under section VI (A) and VI (B)) for their respective organizations shall have the authority to propose and approve any modifications to this Cooperative Agreement. Modifications to this Cooperative Agreement may be proposed at any time during the period of performance by either party, and shall become effective upon approval by both parties.

IN WITNESS THEREOF, the parties hereto have caused this Cooperative Agreement to be executed as of the date therein written.

Signature(s):



Bernard Melekian, Director
Office of Community Oriented Policing Services

Date:

Signature of the Law Enforcement Executive/Program Official with the authority to accept this grant award:



Richard Williams, Chief
Las Cruces Police Department

Date: 10/15/12

Signature of the Government Executive/Financial Official with the authority to accept this grant award:



Robert Garza, City Manager
City of Las Cruces

Date: 10/19/12

Updated **APPROVED AS TO FORM**

CITY MANAGER



U.S. Department of Justice
Office of Community Oriented Policing Services
145 N Street NE, Washington, D.C. 20530

COPS

**Research and Development Division
Community Policing Development
Treasury Account Symbol (TAS) 15X0406
COPS Cooperative Agreement**

Project Title: Valley View Elementary Community Policing Study
Grant #: 2012CKWXK009
ORI #: NM00701
Applicant Organization's Legal Name: Las Cruces Police Department
OJP Vendor #: 856000147
DUNS #: 077609279

Law Enforcement Executive: Chief of Police Richard Williams
Address: 217 E Picacho Street
P. O. Box 20000
City, State, Zip Code: Las Cruces, NM 88004
Telephone: (575) 528-4200
Fax: (575) 528-4136

Government Executive: City Manager Robert L. Garza
Address: City Administration
P. O. Box 20000
City, State, Zip Code: Las Cruces, NM 88004
Telephone: (575) 541-2076
Fax: (575) 541-2077

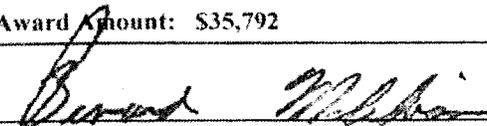
Cooperative Agreement Conditions:

This project is approved subject to such conditions of limitations as are set forth on the attached pages.
Statutory Authority for Cooperative Agreement Award:
The Public Safety Partnership and Community Policing Act of 1994, 42 U.S.C. 3796dd(1994).

Award Start Date: 9/1/2012

Award End Date: 8/31/2014

Award Amount: \$35,792

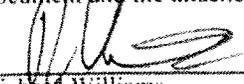


Bernard K. Melekian
Director

SEP - 5

Date

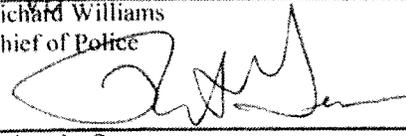
By signing this Award Document, the grantee agrees to abide by all 25 Grant Terms and Conditions on the reverse side of this document and the attached pages:



Richard Williams
Chief of Police

10/15/12

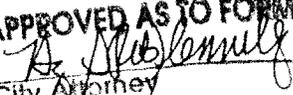
Date



Robert L. Garza
City Manager

10/19/12

Date

APPROVED AS TO FORM:


City Attorney

False statements or claims made in connection with COPS grants may result in fines, imprisonment, debarment from participating in federal grants or contracts, and/or any remedy available by law to the Federal Government.

Award ID:
107713

U.S. Department of Justice
Office of Community Oriented Policing Services
2012 Community Policing Development Terms and Conditions

By signing the Award Document to accept this Community Policing Development (CPD) award, your agency agrees to abide by the following award terms and conditions:

1. Award Owner's Manual: The awardee agrees to comply with the terms and conditions in the 2012 COPS Community Policing Development Program Award Owner's Manual; COPS statute (42 U.S.C. 3796dd et seq.); 28 C.F.R. Part 66 or 28 C.F.R. Part 70 as applicable (governing administrative requirements for grants and cooperative agreements); 2 C.F.R. Part 225 (OMB Circular A-87), 2 C.F.R. Part 220 (OMB Circular A-21), 2 C.F.R. Part 230 (OMB Circular A-122) and 48 C.F.R. Part 31.000 et seq. (FAR 31.2) as applicable (governing cost principles); OMB Circular A-133 (governing audits); representations made in the Community Policing Development Program grant application; the Cooperative Agreement; and all other applicable program requirements, laws, orders, regulations, or circulars.

2. Assurances and Certifications: The awardee acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its Community Policing Development Program application and the Assurances and Certifications forms included in your agency's award package.

3. Allowable Costs: The funding under this project is for the payment of approved costs for Community Policing Development purposes. The allowable costs for which your agency's award has been approved are limited to those listed on the Financial Clearance Memorandum, which is included in your agency's award package.

The Financial Clearance Memorandum specifies the costs that your agency is allowed to fund with your Community Policing Development award. It also describes any costs which have been disallowed after review of your proposed budget. **Your agency may not use Community Policing Development award funds for any costs that are not identified as allowable in the Financial Clearance Memorandum.**

4. Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable under the Community Policing Development Program with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. Part 225 (OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments), 2 C.F.R. Part 220 (OMB Circular A-21, Cost Principles for Educational Institutions), 2 C.F.R. Part 230 (OMB Circular A-122, Cost Principles for Non-Profit Organizations), and 48 C.F.R. Part 31.000 et seq. (FAR-31.2, Cost Principles for Commercial Organizations), as applicable.

5. Supplementing, Not Supplanting: State, local, and tribal government awardees must use Community Policing Development funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government awardees may not use COPS funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS-funded item(s) in the absence of the COPS award.

6. Extensions: Your agency may request an extension of the grant award period to receive additional time to implement your grant program. Such extensions do not provide additional funding. Only those awardees that can provide a reasonable justification for delays will be granted no-cost extensions. **Extension requests must be received prior to the end date of the award.**

7. Modifications: Award modifications under the Community Policing Development Program are evaluated on a case-by-case basis. All modification requests involving the reallocation of funding between budget categories in excess of ten percent (10%) of the total award amount must be approved, in writing, by the COPS Office prior to purchase or implementation. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

8. Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of the COPS Community Policing Development Program. The awardee agrees to cooperate with the monitors and evaluators.

9. Reports: To assist the COPS Office in the monitoring of your award, your agency will be responsible for submitting periodic programmatic progress reports and quarterly financial reports.

10. Grant Monitoring Activities: Federal law requires that awardees receiving federal funding from the COPS Office must be monitored to ensure compliance with their grant conditions and other applicable statutory regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of grant implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Community Policing Development awardee, you agree to cooperate with and respond to any requests for information pertaining to your grant.

11. Equal Employment Opportunity Plan (EEO): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E).

12. Criminal Intelligence Systems: Awardees using Community Policing Development funds to operate an interjurisdictional criminal intelligence system must comply with operating principles of 28 C.F.R. Part 23. The awardee acknowledges that it has completed, signed and submitted with its grant application the Reviews and Certifications form certifying that it will comply with 28 C.F.R. Part 23.

U.S. Department of Justice
Office of Community Oriented Policing Services

2012 Community Policing Development Terms and Conditions

- 13. Sole Source Justification:** Awardees who have been awarded funding for the procurement of an item (or group of items) or service in excess of \$100,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down grant funds for that item.
- 14. Employment Eligibility:** The awardee agrees to complete and keep on file, as appropriate, a Bureau of Citizenship and Immigration Services Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.
- 15. State Information Technology Point of Contact:** The awardee agrees to ensure that the appropriate State Information Technology Point of Contact receives written notification regarding any information technology project funded by this Community Policing Development award during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the awardee agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.
- 16. False Statements:** False statements or claims made in connection with COPS grants may result in fines, imprisonment, or debarment from participating in federal grants or contracts, and/or any other remedy available by law.
- 17. Public Release Information:** The awardee agrees to submit one copy of all reports and proposed publications resulting from this award twenty (20) days prior to public release. Any publications (written, curricula, visual, sound, or websites) or computer programs, whether or not published at government expense, shall contain the following statement: "This project was supported by Cooperative Agreement Number 2012-XX-XXX-XXX awarded by the Office of Community Oriented Policing Services, U.S. Department of Justice. The opinions contained herein are those of the author(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific agencies, companies, products, or services should not be considered an endorsement by the author(s) or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues."
- 18. News Media:** The awardee agrees to comply with the COPS Office policy on contact with the news media. The policy establishes the COPS Office External Affairs Division as the principal point of contact for the news media for issues relevant to the COPS Office and/or parameters of the award. The awardee agrees to refer all media inquiries on these topics directly to the COPS Office External Affairs Division at 202.514.9079.
- 19. Paperwork Reduction Act (PWRA):** The awardee agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PWRA) of 1995.
- 20. Human Subjects Research:** The awardee agrees to comply with the provisions of the U.S. Department of Justice's common rule regarding Protection of Human Subjects, 28 CFR Part 46, prior to the expenditure of Federal funds to perform such activity(ies), if applicable. The awardee also agrees to comply with 28 CFR Part 22 regarding the safeguarding of individually identifiable information collected from research participants.
- 21. Copyright:** If applicable, U.S. Department of Justice regulations permit an awardee to copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The awardee agrees that the COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes: (1) the copyright in any work developed under the Community Policing Development award, subaward, or contract; and (2) any rights of copyright to which an awardee, subawardee, or a contractor purchases ownership with support from Community Policing Development funds. The awardee also agrees that it is responsible for acquiring the rights, and ensuring that its subcontractors/authors acquire the rights, to copyrighted material for inclusion in U.S. Department of Justice publications and other products and deliverables that are developed under the award, including the payment of required fees. The COPS Office may make available for reproduction material produced under this Cooperative Agreement by any means, including a DOJ website, a hard copy(ies), or in electronic forms(s), without restriction.
- When appropriate, U.S. Department of Justice publications and other products and deliverables developed under the Community Policing Development award should contain the following copyright notice: "Copyright © [year work was published] [name of copyright owner]. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, this publication for Federal Government purposes. This publication may be freely distributed and used for noncommercial and educational purposes only."
- 22. Additional High-Risk Grantee Requirements:** The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the awarding agency determines that the recipient is a high-risk awardee (28 C.F.R. Parts 66 and 70).
- 23. Central Contractor Registration and Universal Identifier Requirements.**

U.S. Department of Justice
Office of Community Oriented Policing Services

2012 Community Policing Development Terms and Conditions

At the end of July 2012, the Central Contractor Registration (CCR) system is expected to go away. CCR, along with Federal Agency Registration, the Online Representations and Certifications Application, and the Excluded Parties List System, will be migrated into the new System for Award Management, or SAM. For additional information, please click on the attached link:

<https://www.bpr.gov/ccr/NewsDetail.aspx?id=2012&type=N>.

The Office of Management and Budget requires Federal agencies to include the following standard award term in all grants and cooperative agreements made on or after October 1, 2010:

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 C.F.R. 25.110, you as the recipient must maintain the currency of your information in the CCR (or SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. **Central Contractor Registration (CCR)** means the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
2. **Data Universal Numbering System (DUNS) number** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866.705.5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. **Entity**, as it is used in this award term, means all of the following, as defined at 2 C.F.R. part 25, subpart C:
 - a. A governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. **Subaward**:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. II .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. **Subrecipient** means an entity that:
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the federal funds provided by the subaward.

24. Reporting Subawards and Executive Compensation. The Office of Management and Budget requires Federal agencies to include the following standard award term in all grants and cooperative agreements made on or after October 1, 2010:

a. Reporting of first-tier subawards.

1. **Applicability.** Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. **Where and when to report.**
 - i. You must report each obligating action described in paragraph a.1. of this award term to www.fsrs.gov.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2012, the obligation must be reported by no later than December 31, 2012.)
3. **What to report.** You must report the information about each obligating action that the submission instructions posted at www.fsrs.gov specify.

b. Reporting Total Compensation of Recipient Executives.

U.S. Department of Justice
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2012 Community Policing Development Terms and Conditions

4. *Subrecipient* means an entity that:
- i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the federal funds provided by the subaward.
5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. 229.402(c)(2)):
- i. *Salary and bonus*.
 - ii. *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.
 - v. *Above-market earnings on deferred compensation which is not tax-qualified*.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

25. **Federal Civil Rights Laws:** As a condition of receipt of federal financial assistance, you acknowledge and agree that you will not (and will require any subgrantees, contractors, successors, transferees, and assignees not to), on the ground of race, color, religion, national origin (which includes providing limited English proficient persons meaningful access to your programs), sex, disability or age, unlawfully exclude any person from participation in, deny the benefits of or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with federal funds. These civil rights requirements are found in the non-discrimination provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. § 3789d); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 et seq.); and the corresponding DOJ regulations implementing those statutes at 28 C.F.R. part 42 (subparts C, D, E, G, and I). You also agree to comply with Executive Order 13279 Equal Treatment for Faith-Based Organizations and its implementing regulations at 28 C.F.R. Part 38, which requires equal treatment of religious organizations in the funding process and nondiscrimination of beneficiaries by Faith-Based Organizations on the basis of belief or non-belief.

U.S. Department of Justice
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2012 Community Policing Development Terms and Conditions

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <http://www.ccr.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.)
 2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward.
- For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

- If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient

e. Definitions.

For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 C.F.R. part 25:
 - i. A governmental organization, which is a State, local government, or Indian Tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. *Executive* means officers, managing partners, or any other employees in management positions.
3. *Subaward.*
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. II .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

**CITY OF LAS CRUCES
ADOPTED BUDGET FY 2012/2013**

| FUND | DIVISION | | FUND TYPE | |
|--|-----------------------------|-----------------------|--------------------------|------------------------|
| Dept of Justice Programs Fund 2470 | Police | | Special Revenue | |
| | FY 2011/12 Prelm Actual* | FY 2012/13 Adopted | FY 2012/13 Adjustment | FY 2012/13 Adjusted |
| RESOURCES | | | | |
| Beginning Balance | \$ 19,100 | 19,100 | (5,700) | 13,400 |
| REVENUES | | | | |
| COPS Tech Grant | | | | |
| 13210 COPS 2005 Tech Grant 2005-CKWX-0257 | \$ 0 | 0 | | 0 |
| 37004 COPS 2007 Tech Grant 2007-CKWX-0047 | 59,705 | 237,369 | | 237,369 |
| 552014 NMSU 2007 Tech Grant | 1,005 | 0 | | 0 |
| 553002 Dona Ana County 2007 Tech Grant | 6,834 | 0 | | 0 |
| 554010 Town of Mesilla 2007 Tech Grant | 452 | 0 | | 0 |
| 554011 Sunland Park 2007 Tech Grant | 904 | 0 | | 0 |
| 554012 Village of Hatch 2007 Tech Grant | 151 | 0 | | 0 |
| 554999 Other Governments 2007 Tech Grant | 804 | 0 | | 0 |
| COPS Interoperability Tech Grant | | | | |
| COPS Interoperability 2005-INWX-0014 | 17,099 | 103,211 | | 103,211 |
| 552014 NMSU 2005 Interoperability | 0 | 0 | | 0 |
| 553002 Dona Ana County 2005 Interoperability | 0 | 0 | | 0 |
| 554010 Town of Mesilla 2005 Interoperability | 0 | 0 | | 0 |
| 554011 Sunland Park 2005 Interoperability | 0 | 0 | | 0 |
| 554012 Village of Hatch 2005 Interoperability | 0 | 0 | | 0 |
| 554999 Other Governments 2005 Interoperability | 0 | 0 | | 0 |
| Bulletproof Vests | | | | |
| 13302 DOJ Bulletproof Vest 2010 | 172 | 0 | | 0 |
| 13303 DOJ Bulletproof Vest 2011 | 6,346 | 0 | | 0 |
| 13304 DOJ Bulletproof Vest 2012 | 15,000 | 0 | | 0 |
| 1330X DOJ Bulletproof Vest 2013 | 0 | 15,000 | | 15,000 |
| Edward Byrnes Memorial | | | | |
| 13224 Ed Byrnes Grant 2009 LCPD | 14,514 | 10,683 | | 10,683 |
| 13225 Ed Byrnes Grant 2009 DASO | 1,426 | 13,521 | | 13,521 |
| 13226 Ed Byrnes Memorial 2010 LCPD | 137 | 50,578 | | 50,578 |
| 13227 Ed Byrnes Memorial 2010 DASO | 0 | 214 | | 214 |
| 13228 Ed Byrnes Memorial 2011 LCPD | 50,708 | 254 | | 254 |
| 1322X Ed Byrnes Memorial 2012 LCPD | 0 | 41,712 | | 41,712 |
| 1322X Ed Byrnes Memorial 2012 DASO | 0 | 27,604 | | 27,604 |
| Department of Justice Grant | | | | |
| 37013 DOJ Award 2009 | 20,100 | 20,100 | | 20,100 |
| 37121 DOJ COPS Award 2012 | 0 | 0 | 35,792 | 35,792 |
| Total Revenues | \$ 195,357 | 520,246 | 35,792 | 556,038 |
| Total Resources | \$ 214,457 | 539,346 | 30,092 | 569,438 |

*Preliminary Actual as of 11/5/2012.

CITY OF LAS CRUCES
ADOPTED BUDGET FY 2012/2013

| FUND | DIVISION | | FUND TYPE | |
|---|------------------------------|-----------------------|--------------------------|------------------------|
| Dept of Justice Programs Fund 2470 | Police | | Special Revenue | |
| | FY 2011/12 Prelim Actual* | FY 2012/13 Adopted | FY 2012/13 Adjustment | FY 2012/13 Adjusted |
| EXPENDITURES | | | | |
| COPS Grants | | | | |
| 13210 COPS 2005 Tech Grant 2005-CKWX-0257 | \$ 0 | 0 | | 0 |
| 37004 COPS 2007 Tech Grant 2007-CKWX-0047 | 69,856 | 237,369 | | 237,369 |
| COPS Interoperability 2005-INWX-0014 | 22,798 | 103,211 | | 103,211 |
| Total COPS Grants | \$ 92,654 | 340,580 | 0 | 340,580 |
| Bullet Proof Vests Grant | | | | |
| 13302 DOJ Bulletproof Vest 2010 | 172 | 0 | | 0 |
| 13303 DOJ Bulletproof Vest 2011 | 6,346 | 0 | | 0 |
| 13304 DOJ Bulletproof Vest 2012 | 15,000 | 0 | | 0 |
| 1330X DOJ Bulletproof Vest 2013 | 0 | 15,000 | | 15,000 |
| Total Bullet Proof Vests Grant | \$ 21,518 | 15,000 | 0 | 15,000 |
| Edward Byrne Memorial Grants | | | | |
| 13224 Byrne Grant 2009 LCPD | 14,514 | 8,143 | | 8,143 |
| 13224 Byrne Grant 2009 Juvenile Citation | 0 | 2,540 | | 2,540 |
| 13225 Byrne Grant 2009 DASO | 1,426 | 13,521 | | 13,521 |
| 13226 Ed Byrnes Memorial 2010 LCPD | 137 | 50,578 | | 50,578 |
| 13227 Ed Byrnes Memorial 2010 DASO | 0 | 214 | | 214 |
| 13228 Ed Byrnes Memorial 2011 LCPD | 50,708 | 254 | | 254 |
| 1322X Ed Byrnes Memorial 2012 LCPD | 0 | 41,712 | | 41,712 |
| 1322X Ed Byrnes Memorial 2012 DASO | 0 | 27,604 | | 27,604 |
| Total Ed Byrne Memorial Grants | \$ 66,785 | 144,566 | 0 | 144,566 |
| Department of Justice Grant | | | | |
| 37013 DOJ Award 2009 | 20,100 | 20,100 | | 20,100 |
| 37121 DOJ COPS Award 2012 | 0 | 0 | 35,792 | 35,792 |
| Total Department of Justice Grant | \$ 20,100 | 20,100 | 35,792 | 55,892 |
| Total Expenditures | \$ 201,057 | 520,246 | 35,792 | 556,038 |
| OTHER FINANCING SOURCES (USES) | | | | |
| Transfer to Fund 1000 - General Fund | \$ 0 | 0 | | 0 |
| Total Other Financing Sources (Uses) | \$ 0 | 0 | 0 | 0 |
| ENDING BALANCE | \$ 13,400 | 19,100 | (5,700) | 13,400 |

*Preliminary Actual as of 11/5/2012.