

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

CC: 9C
Amend No. _____

Date Prepared: June 12, 2008 Council Meeting Date: July 1, 2008

TO: Carl Swenson, City Manager
THROUGH: Susan Thorpe, Deputy City Manager *ST*
FROM: Larry J. Ratcliff, Chief of Police *LR*
SUBJECT: Authorization to accept a Public Awareness Program Grant from the Arizona Automobile Theft Authority (AATA) in the amount of \$14,166.

RECOMMENDATION:

1. The Mayor and City Council authorize the City of Peoria Police Department to participate in the Arizona Automobile Theft Authority (AATA) 2008/2009 Public Awareness Grant Program and to accept additional funding in the amount of \$14,166. The purpose of the grant is to provide funding in support of auto theft reduction public events, including overtime, equipment, and supplies. Paired with the AATA Law Enforcement grant, the Public Awareness Grant Program is an important part of the efforts to reduce auto theft in the City of Peoria.
2. The Mayor and Council approve a budget amendment of \$14,166.00 from the Proposed Grants Contingency Account 7990-7990-570000 to the AATA Grant account thus providing expenditure authority for the grant funds:
 - Overtime 7310-7460-510206 for \$7,000
 - Operational Supplies and Equipment 7310-7460-530019 for \$5,676
 - Electronic Supplies/Equipment 7310-7460-530028 for \$1,490

SUMMARY:

The Police Department desires to participate in the Arizona Automobile Theft Authority (AATA) 2008/2009 Public Awareness Grant Program to obtain supplemental support of efforts to reduce vehicle theft. The Police Department has requested \$14,166 in grant funding. The funds requested provide funding for personnel, equipment, and supplies to host public awareness events in the community with a focus on auto theft reduction, including free VIN etching services and distribution of auto theft deterrent devices.

Attachment: Three (3) Original Contracts

CITY CLERK USE ONLY:

Consent Agenda
 Carry Over to Date: _____
 Approved
 Unfinished Business (Date heard previous: _____)
 New Business

ORD. # _____ RES. # _____
LCON# 14409 LIC. # _____
Action Date: _____

ARIZONA AUTOMOBILE THEFT AUTHORITY

GRANT AGREEMENT

2008/2009 PUBLIC AWARENESS

This Agreement is made this **1st day of July 2008**, by and between the Arizona Automobile Theft Authority, hereinafter referred to as the AATA, and the **Peoria Police Department (# PA09014)**, hereinafter referred to as the GRANTEE. The AATA enters into this agreement pursuant to its authority under the provision of A.R.S. §41-3451 and having satisfied itself as to the qualifications of the GRANTEE.

NOW, THEREFORE, it is agreed between the parties as follows:

1. This agreement will commence on July 1, 2008, and terminate on June 30, 2009. This agreement is subject to cancellation pursuant to the provision of A.R.S. §38-511. This AATA grant expires at the end of the agreement period, unless prior written approval for an extension has been obtained from the AATA. The GRANTEE agrees to return all unexpended funds to the AATA within 60 days of the expiration date of this grant or within 60 days of termination of this grant should termination occur prior to original expiration date.
2. **Grant funds are intended to be used exclusively for reimbursement of expenditures related to public awareness activities and vehicle theft prevention events.** Grant funds will not be used to supplant Federal, State, County, or local funds that would otherwise be made available to the GRANTEE for public awareness purposes. Grant funds that are distributed pursuant to this agreement are not to be expended for any indirect costs incurred by the GRANTEE for the administration of this grant.
3. The GRANTEE should to the extent possible, and practicable, share public awareness program information with other authorized criminal justice agencies.
4. If equipment is valued over \$1,000, the AATA requires the GRANTEE to record and report performance data and impact on vehicle theft in its jurisdiction for five years or the useful life of the equipment, whichever is less. In addition, the GRANTEE will own the equipment awarded through the grant and will be responsible for maintaining the equipment in good working order.

5. The GRANTEE shall operate in a manner consistent with, and in compliance with, the provisions and stipulations of the approved AATA grant application letter and this agreement. If the AATA finds non-compliance, the GRANTEE will receive a formal written notice that identifies the area of non-compliance and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps that are being taken to correct the problem, the AATA may suspend funding or permanently terminate the agreement or revoke the grant. Any deviation or failure to comply with the purposes and/or conditions of this agreement without written permission from the AATA may constitute sufficient reason for the AATA to terminate the agreement. The revocation of the grant will require the return of all unspent funds, require that an audit of expended funds be performed at GRANTEE's expense. It will also require the return of any previously expended funds that may have been spent in violation of the purposes and conditions of the grant.
6. Pursuant to A.R.S. § 38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. A cancellation made pursuant to this provision shall be effective when the GRANTEE receives written notice of the cancellation unless the notice specifies a later time.
7. This Contract shall be governed and interpreted by the laws of the State of Arizona, including the Arizona Procurement Code (A.R.S. §§ 41-2501, *et seq.* and the administrative rules promulgated thereunder (A.A.C. R2-7-901, *et seq.*)
8. The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

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9. Requests for budget adjustments and/or reprogramming must be submitted in advance and in writing to the AATA.
10. The grant availability funds awarded under this agreement are conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated, are reverted or otherwise unavailable for the continuance of this agreement, the AATA may terminate this agreement at the end of the period for which funds are available. No liability shall accrue to the AATA in the event this provision is exercised, and the AATA shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

APPROVED GRANT ITEMS:

APPROVED GRANT REQUEST ITEMS AND/OR FUNDING:	GRANT FUNDS:
Personal Services – Overtime	\$ 7,000
VIN Etching Supplies	\$ 1,476
Display Equipment & Signage	\$ 1,200
Theft Deterrent Devices	\$ 3,000
VIN Etching System	\$ 1,490
TOTAL GRANT AWARD	<u>\$14,166</u>

PERFORMANCE MEASURES

The GRANTEE agrees to track and report (quarterly) the following information reporting on forms provided by the AATA and meet the following listed performance criteria:

- A) Track and report if officers and/or law enforcement personnel are receiving training on the Watch Your Car Program.
 - B) Track and report number of officer overtime hours (if applicable) expended for public awareness events.
 - C) Track and report on number of Watch Your Car promotional events and vehicle theft prevention programs presented.
 - D) Track and report number of program participants and community exposures.
 - E) Track and report number of vehicles VIN etched (if applicable).
 - F) Track and report number of Watch Your Car decal traffic stops by law enforcement officers including final disposition.
 - G) Track and report number of Watch Your Car vehicles stolen.
 - H) Track and report number of Watch Your Car vehicles recovered.
11. The GRANTEE agrees to comply with the financial, administrative, and reporting requirements set forth in this agreement and to comply with the organizational audit requirements of OMB Circular A-128, *Audits of State and Local Governments*.
12. The GRANTEE agrees that it will provide accounting, auditing, and monitoring procedures to safeguard AATA grant funds and keep such records to assure proper fiscal controls, management, and the efficient disbursement of AATA grant funds.
13. Pursuant to the provisions of A.R.S. §35-214 and A.R.S. §35-215, GRANTEE shall retain all books, account reports, files, and other records relating to this agreement and performance of this agreement for a period of five (5) years after the completion of this agreement. All such documents shall be subject to inspection and audit at reasonable times.

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14. The GRANTEE agrees to submit quarterly financial and performance reports to the AATA, documenting the activities supported by the AATA grant funds and providing an assessment of the impact of those activities on the criminal justice system. The reports shall be submitted according to the following schedule.

<u>Reporting Period</u>	<u>Due Date</u>
July 1, 2008 – September 30, 2008	October 31, 2008
October 1, 2008 – December 31, 2008	January 31, 2009
January 1, 2009 – March 31, 2009	April 30, 2009
April 1, 2009 – June 30, 2009	July 31, 2009

15. This agreement may be modified only by a written amendment signed by persons duly authorized to enter into agreements on behalf of the AATA and GRANTEE. Any notice given pursuant to this agreement shall be in writing and shall be considered to have been given when actually received by the following addressees or their agents or employees.

A) If to the AATA:

ARIZONA AUTOMOBILE THEFT AUTHORITY
1400 W. Washington St., Suite 270
Phoenix, Arizona 85007
Attn: Ms. Ann Armstrong, Grant Program Manager

B) If to the GRANTEE:

PEORIA POLICE DEPARTMENT
8351 W. Cinnabar Ave
Peoria, AZ. 85345
Attn: Chief Larry J. Ratcliff

16. The GRANTEE agrees that it will comply with applicable nondiscrimination requirements of A.R.S. §41-1463, applicable State and Federal civil rights laws, and Executive Order 99-4 which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The GRANTEE shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

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17. The GRANTEE agrees that in the event that a Federal or State court, or Federal or State administrative agency, after a due process hearing, makes a finding of discrimination on the grounds of race, color, religion, national origin, sex, age, or handicap against the GRANTEE regarding the program or activities supported by this grant, the GRANTEE will forward a copy of such findings to the AATA.
18. The GRANTEE certifies to report annual crime statistics to the Arizona Department of Public Safety (DPS).
19. The GRANTEE certifies it will comply with the Drug-Free Workplace Act of 1988 as delineated in 28 CFR Part 67, Subpart F, for grantees, as defined in 28 CFR Part 67 Sections 67.615 and 67.620.
20. The GRANTEE and the AATA agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. §12-1501 et. seq.
21. The laws of the State of Arizona apply to questions arising under this agreement and any litigation regarding this agreement must be maintained in Arizona courts, except as provided in paragraph 14 of this agreement pertaining to disputes that are subject to arbitration.
22. The GRANTEE agrees that it is acting as an independent contractor and agrees to hold the AATA harmless from the actions of the GRANTEE AND GRANTEE'S employees.
23. No right or interest in this agreement shall be assigned by GRANTEE without prior written approval of the AATA. No delegation of any duty of GRANTEE shall be made without the prior written approval of the AATA.

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IN WITNESS WHEREOF, the parties have made and executed this agreement the day and year first above written.

FOR THE GRANTEE: CITY OF PEORIA

Carl Swenson, City Manager Date: _____



Larry J. Ratchiff, Chief of Police Date: 6-17-08

APPROVED AS TO FORM

Steve Kemp, City Attorney Date: _____

ATTEST

Mary Jo Kief, City Clerk Date: _____

FOR THE ARIZONA AUTOMOBILE THEFT AUTHORITY:

Enrique Cantu
Executive Director
Arizona Auto Theft Authority Date: _____