

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATIONS**

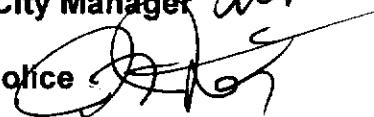
CC: _____
Amend No. _____

Date prepared: June 2, 2010

Council Meeting Date: July 6, 2010

TO: Carl Swenson, City Manager

THROUGH: Susan K. Thorpe, Deputy City Manager 

FROM: Larry J. Ratcliff, Chief of Police 

SUBJECT: Authorization to accept \$46,068 from the Arizona Department of Public Safety (DPS) Victims of Crime Act (VOCA) Crime Victim Assistance Grant Program

RECOMMENDATION:

That the Mayor and Council adopt a Resolution authorizing the City of Peoria Police Department to accept \$46,068 from the Arizona Department of Public Safety (DPS) Victims of Crime Act (VOCA) for Peoria's participation in the Crime Victim Assistance Grant Program. Paired with the Arizona Criminal Justice Commission (ACJC) Crime Victim Assistance Program, the Crime Victim Assistance Grant Program is an important part of the efforts to reduce the impact of crime on victims.

In addition, it is recommended that the Mayor and Council approve a budget amendment of \$46,068 from the Proposed Grants Contingency account (7990-7990-570000) to the Victims of Crime Act (VOCA) Grant account for salary and wages (7460-7710-510000).

SUMMARY:

The Police Department desires to continue participation in the Arizona Department of Public Safety (DPS) Victims of Crime Act (VOCA) Crime Victim Assistance Grant Program that provides support services to victims of crime and assists with funding of the Victim Advocate position. The Police Department has been awarded \$46,068 in grant funding. This award would provide funding for personnel to deliver direct services to victims of crime.

By combining this grant with funds awarded through the Arizona Criminal Justice Commission (ACJC), the Department has been able to fund a Victim Advocate, who

CITY CLERK USE ONLY:

- Consent Agenda
- Carry Over to Date: _____
- Approved
- Unfinished Business (Date heard previous: _____)
- New Business
- Public Hearing: No Action Taken

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

provides crisis intervention, support, and referrals to crime victims. This advocacy is made available to victims from the time a crime occurs until the case is closed or submitted for prosecution. In addition to providing crisis response and follow-up referrals, the Victim Advocate is responsible for screening, training, and supervising a team of volunteers assigned to the program.

This grant award is contingent upon receiving matching funds from a non-Federal source. This requirement will be fulfilled by matching this grant with funding awarded through the Arizona Criminal Justice Commission (ACJC) 2010/2011 Crime Victim Assistance Program, combined with funds provided by the Police Department.

With continued participation in the VOCA Crime Victim Assistance Grant Program, the Peoria Police Department will be able to continue addressing the emotional and informational needs of victims of crime.

ATTACHMENT:

Resolution

CONTACT: Teresa Corless, X.7035

RESOLUTION NO. 2010-52

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, TO ACCEPT AN AWARD OF A GRANT IN THE AMOUNT OF \$46,068 FROM THE ARIZONA DEPARTMENT OF PUBLIC SAFETY (DPS), VICTIMS OF CRIME ACT (VOCA) CRIME VICTIM ASSISTANCE GRANT PROGRAM TO ASSIST IN FUNDING A VICTIM ADVOCATE.

WHEREAS, the City of Peoria is committed to the community policing philosophy of law enforcement service, and

WHEREAS, the City of Peoria is concerned about crime in the community and is committed to reducing its impact on victims of crime, and

WHEREAS, the City of Peoria is authorized, pursuant to A.R.S.38-511, to enter into intergovernmental agreements for the joint provision of service, and

WHEREAS, the City of Peoria is committed to accept a grant of \$46,068 from the Arizona Department of Public Safety (DPS) Victims of Crime Act (VOCA), Crime Victim Assistance Grant Program,

NOW, THEREFORE, LET IT BE RESOLVED by the Mayor and Council of the City of Peoria, Maricopa County, Arizona, as follows:

That the City Council authorizes acceptance of a one-year grant in the amount of \$46,068 from the Arizona Department of Public Safety (DPS) Victims of Crime Act (VOCA), Crime Victim Assistance Grant Program;

That the City Manager and Chief of Police are authorized and directed to execute such documents on behalf of the City, as may be necessary to receive this grant; and

That the City Manager and Chief Financial Officer are authorized and directed to create appropriate City of Peoria budget accounts to facilitate the acceptance of the Arizona Department of Public Safety (DPS) Victims of Crime Act (VOCA), Crime Victim Assistance Grant Program, and work in conjunction with the Chief of Police to implement the appropriate supplemental law enforcement operations, and submit the financial and operational reports to the required federal agencies as required by federal grant award requirements.

RES. 2010-52
Page 2 of 2

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona,
this 6th day of July, 2010.

Bob Barrett, Mayor

ATTEST:

Mary Jo Waddell, City Clerk

APPROVED TO FORM:

Stephen M. Kemp, City Attorney

ARIZONA DEPARTMENT OF PUBLIC SAFETY

VICTIMS OF CRIME ACT (VOCA)

VICTIM ASSISTANCE GRANT PROGRAM

FEDERAL GRANT #2009-VA-GX-0060

CFDA #16-575

SUBGRANT AWARD AGREEMENT

SUBGRANTEE

AGENCY: City of Peoria

ADDRESS: 8351 West Cinnabar Ave

CITY: Peoria STATE: AZ ZIP: 85345-2701

2010/2011 AWARD AMOUNT: \$46,068

2010/2011 REQUIRED MATCH (NON-FEDERAL SOURCE): \$11,517

PROJECT PERIOD: 07/01/2010 to 06/30/2011

PROJECT PURPOSE: To provide assistance to victims of crime.

This agreement is made under the authority of the Victims of Crime Act of 1984, Public Law 98-473, Title II, Chapter XIV, 42 U.S.C. 10601, et seq as amended.

The purpose of this agreement shall be to award Victims of Crime Act (VOCA) Assistance funds to the subgrantee to provide services to victims of crime as authorized by the Victims of Crime Act. Awards may be supplemented by other federal, state, local, and private funds. Subgrantee's agreement or amended agreement(s) are incorporated by reference into this Sub-Grant Award Agreement.

This award is subject to agreement by the subgrantee, including any DPS VOCA-funded positions and their immediate supervisors, to conform to the provisions of the Victims of Crime Act of 1984, the victim assistance grant program guidelines, Office of Victims of Crime (OVC), the subgrantee's application, the attached general conditions and applicable special conditions, the Office of Justice Programs (OJP) manual 7100.1c, "Financial Guide (most recent version)", and OMB circulars A-87, A-102, A-110, A-122, A-133, and the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments as codified by the Department of Justice, all of which are incorporated by reference as if fully stated herein.

Subgrantees, and all its contractors, will comply with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subpart 1 and Department of Justice regulations on disability discrimination, Part 35.

The Arizona Department of Public Safety agrees to pay subgrantee the above shown AWARD AMOUNT subject to the conditions provided herein:

General Conditions

- 1.0 Definition of Terms.** As used in this sub-grant award agreement, the terms listed below are defined as follows:
- 1.1 “Agreement” means a written online Request for Grant Application (RFGA) approved by the Arizona Department of Public Safety.
 - 1.2 “Agreement Amendment” means a written online document approved by the Arizona Department of Public Safety that is requested by the Sub-recipient agency for the purpose of making changes in the agreement.
 - 1.3 “Application” means a written online Request for Grant Application (RFGA).
 - 1.4 “Days” means calendar days unless otherwise specified.
 - 1.5 “Direct Service” means supportive services provided through direct contact with a victim in-person, by phone or hotline, or by email.
 - 1.6 “Director” means the head of the Arizona Department of Public Safety, or his/her designee, who is duly authorized by the State to enter into grant agreements and make written determinations with respect to those agreements.
 - 1.7 “DPS” means the Arizona Department of Public Safety.
 - 1.8 “Grant” means the furnishing of financial or other assistance, including state or federal grant funds, by the Department of Public Safety to any person for the purpose of supporting or stimulating educational, cultural, social or economic quality of life.
 - 1.9 “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.10 “Match” means additional resources (cash or in-kind) provided by the Sub-recipient to support the DPS VOCA funded project. Cash match must be from a non-Federal source.
 - 1.11 “Project” means activities and services supported by Victims of Crime Act (VOCA) funds plus required match, relating to this sub-grant award agreement only.
 - 1.12 “Services” means the furnishing of labor, time or effort by a Sub-recipient which does not involve the delivery of a specific end product other than required reports and performance. Allowable services include those efforts that (1) respond to the emotional and physical needs [healing] of crime victims; (2) assist primary and secondary victims of crime to stabilize [restitution/economic restabilization] their lives after a victimization; (3) assist victims to understand and participate in the criminal [justice] system; and (4) provide victims of crime with a measure of [safety] and security.
 - 1.13 “State” means the State of Arizona and Department or Agency of the State that executes the sub-grant award agreement.
 - 1.14 “Sub-grant award agreement” means a written signed agreement between the Arizona Department of Public Safety and the grant recipient for the award of DPS VOCA funds.
 - 1.15 “Sub-recipient” means the legal entity to which a subaward is made and which is accountable to DPS for the use of the funds provided.
 - 1.16 “VOCA” means Victims of Crime Act of 1984, as amended, 42 U.S.C. 10601, et seq.

2.0 Sub-grant award agreement interpretation.

2.1 Arizona Law. The Arizona law applies to this grant award agreement, including the Solicitation and Award of Grants, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 24, and its implementing rules.

2.2 Sub-grant Award Agreement Order of Precedence. In the event of a conflict in the provisions of the sub-grant award agreement, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

- 2.11.1 Special Conditions;
- 2.11.2 General Conditions;
- 2.11.3 DPS / VOCA Guidelines;
- 2.11.4 Federal VOCA Guidelines; OJP Financial Guide; and applicable OMB circulars

2.12 Relationship of parties. The Sub-recipient under this sub-grant award agreement is an independent Sub-recipient. Neither party to this sub-grant award agreement shall be deemed to be the employee or agent of the other party to the sub-grant award agreement.

2.13 Severability. The provisions of this sub-grant award agreement are severable. Any condition deemed illegal or invalid shall not affect any other condition of the sub-grant award agreement.

2.14 No parol evidence. This sub-grant award agreement is intended by the parties as a final and complete expression of their agreement. No prior dealings between the parties shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.6 No waiver. Either party's failure to insist on strict performance of any condition of the sub-grant award agreement shall not be deemed a waiver of that condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.0 Sub-grant award agreement administration and operation.

3.1 Non-Discrimination. The Sub-recipient shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

In the event a federal or state court or administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, sex, age or handicap against the agency, the Sub-recipient shall forward a copy of the finding to the Office of Justice Programs, Office of Civil Rights and DPS.

3.2 Certification Regarding Lobbying. Sub-recipient agencies entering into a VOCA grant or cooperative agreement over \$100,000 must certify that no Federal funds have been paid or will be paid, by or on behalf of the Sub-recipient, to any persons 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. Federal funds include but are not limited to such grants as Victims of Crime Act (VOCA), Violence Against Women Act (VAWA), Family Violence Prevention and Services Act (Rural Safe Home Network Program), and the Children's Justice Act, which may be administered through a State or other local governmental agency. Additionally, Sub-recipient agencies must disclose to DPS any lobbying activities that have been paid or will be paid with any funds other than Federal funds.

3.3 Required reports. The Sub-recipient will submit reports on such data in such form and at such times as required by DPS, to include:

- 3.3.1 Monthly financial report due the 15th of each month;
- 3.3.2 Quarterly statistical and programmatic report due 30 days following the close of each quarter;
- 3.3.3 Annual narrative report due 30 days following the close of the grant period;
- 3.3.4 DPS Crime Victim Services survey due annually upon request; and

- 3.3.5 **Year-end Amendment Agreement**, if applicable, due 30 days following the close of the grant period. Failure to submit complete, accurate and timely reports may result in a reduction of the current award. Any three combined occurrences of monthly or quarterly reports submitted over 15 days late and/or three combined occurrences relating to the submission of incomplete or inaccurate monthly or quarterly reports may result in up to a 10% award reduction as determined by DPS.
- 3.4 **Records**. The Sub-recipient shall retain all financial records, supporting documentation, statistical records and all other records pertinent to this award for a period of at least five years following the closure of the most recent audit report and, with a 24-hour notice, will allow DPS to review all of the Sub-recipient's records concerning this grant project.
- 3.5 **Capital equipment**. The Sub-recipient shall retain all capital equipment and furniture (costs in excess of \$5,000 per unit) purchased through this sub-grant award agreement for a period of no less than five years from the date of purchase. The Sub-recipient shall submit a copy of the invoice, which includes the serial number of the item to DPS within thirty days of purchase. All capital equipment and furniture must be used for victim services as identified in the Sub-recipient's application and this sub-grant award agreement. Any deviation from this provision must be approved in writing by DPS. If a violation exists within the five-year period, DPS may gain possession of any capital equipment or furniture listed in this sub-grant award agreement, and may redistribute those item(s) to another Sub-recipient for victim services use.
- 3.6 **Authorization of use**. DPS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and authorize others to use for government purposes, the copyright of any work developed under this award and any rights of copyright to which a Sub-recipient purchases ownership with support through this sub-grant award agreement.
- 3.7 **Research or statistical information**. The Sub-recipient shall not use or reveal any research or statistical information under this project that is identifiable to any specific person except for the purpose for which the information was obtained, in accordance with VOCA.
- 3.8 **Site inspections**. The continuance of the Sub-recipient's sub-grant award agreement is contingent upon successful completion of random or for-cause inspections.
- 3.9 **Audit requirements**. The Sub-recipient shall comply with the audit requirements of Office of Management and Budget (OMB) Circular A-133 and the DPS VOCA guidelines. If an audit is required, a copy of that audit shall be sent to the DPS Crime Victim Services Unit.
- 3.10 **Sub-grant award agreement renewal**. DPS has the option to renew this project for a specified additional time period. The renewal of this project is contingent upon satisfactory performance, availability of funds, and demonstrated need.
- 4.0 Cost and Payments.**
- 4.1 **Available funds**. Any award is dependent upon receipt of the VOCA Assistance funds from the U.S. Department of Justice, and there is no obligation on the part of DPS to award funds other than the federal VOCA.
- 4.2 **Compliance**. Failure of the Sub-recipient to utilize DPS VOCA funds for direct services to crime victims or for training purposes as stated in the approved budget will be subject to immediate cancellation. The Sub-recipient will not utilize VOCA funds for projects which serve perpetrators of crime or crime prevention, and/or for any other non-allowable cost or activity in accordance with DPS / VOCA guidelines. The Sub-recipient agrees to reimburse DPS for any VOCA funds the Sub-recipient expends that are not in full compliance with this sub-grant award agreement.
- 4.3 **No charge to victims**. Sub-recipients must provide services to crime victims, at no charge, through the VOCA-funded project. The purpose of the VOCA victim assistance grant program is to provide services to all crime victims regardless of their ability to pay for services rendered or availability of insurance or other third-party payment resources.

- 4.4 On-call time. The Sub-recipient will not utilize VOCA funds to support on-call time for staff. DPS may approve the use of on-call time as program match.
- 4.5 Non-supplantation. VOCA crime victim assistance funds will be used to enhance or expand services and will not be used to supplant state and local funds that would otherwise be available for crime victim services. See Section 1404(a)(2)(c), codified at 42 U.S.C. 10603(a)(2)(C). This supplantation clause applies to state and local public agencies only.
- 4.6 Mandated services. The Sub-recipient will not utilize VOCA funds to support legally mandated services.
- 4.7 Funds management. The Sub-recipient will provide appropriate accounting and monitoring procedures to ensure fiscal control and efficient management of funds, in accordance with the U.S. Department of Justice, Office of Justice Programs, Financial Guide, effective edition.
- 4.8 Unexpended funds. The Sub-recipient will immediately contact DPS to make arrangements to amend their budget to expend remaining funds or to reduce the contracted amount when it becomes apparent that not all VOCA grant funds will be expended by the end of the grant period. Any VOCA funds not expended or encumbered prior to the end of the award period shall be reverted to DPS within 30 days of the close of the grant period. Any funds not matched as required shall be reverted to DPS within 30 days of receipt of written notification from DPS.
- 4.9 Matching funds. The Sub-recipient will commit, track and report matching funds at approximately the same percentage rate as expenditures. The Sub-recipient may commit, track and report match funds at a higher percentage rate each month, not to exceed the total required match amount. The sub-grant award agreement is subject to cancellation if the required match funding committed, tracked, and reported each month is more than 10% less than the rate of expenditures.
- 5.0 Sub-grant Award Agreement Changes.**
- 5.1 Agreement Amendment. This sub-grant award agreement is issued under the authority of the Director of the Arizona DPS and may be modified only through an Agreement Amendment, approved by DPS.
- 5.2 Assignment of duties. The Sub-recipient shall not assign or transfer any of its duties under this agreement without express written permission of DPS.
- 5.3 Scope of work. Awards are based on information presented in the Sub-recipient's on-line application. Any deviation from the scope of the project as stated in the Narrative and Budget sections of the Sub-recipient's application must be approved in writing by DPS prior to the use of such funds.
- 5.4 Subcontracts. The Sub-recipient shall not enter into any subcontract under this sub-grant award agreement without the advance written approval of DPS. The Sub-recipient shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the application for funding or agreement amendment. The subcontract shall incorporate by reference the terms and conditions of this sub-grant award agreement.
- 6.0 Indemnification.**
- Sub-recipient Indemnification. The parties to this sub-grant award agreement agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the Sub-recipient for vicarious liability of the State as a result of entering into this agreement. However, the parties further agree that the State of Arizona, its' department, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.
- 7.0 Grant Remedies.**
- 7.1 Right to Assurance. If DPS in good faith has reason to believe that the Sub-recipient does not intend to, or is unable to perform or continue performing under this sub-grant award agreement, DPS may demand in

writing that the Sub-recipient give a written assurance of intent to perform. Failure by the Sub-recipient to provide written assurance within the number of days specified in the demand may, at DPS's option, be the basis for terminating the sub-grant award agreement under the General Conditions or other rights and remedies available by law or provided by the sub-grant award agreement.

- 7.2 **Project implementation.** If a project is not operational within 60 days of the original start date of the project period, the Sub-recipient must submit written documentation to DPS explaining steps taken to initiate the project, the reasons for the delay, and the expected start date. If a project is not operational within 90 days of the original start date of the project period, the Sub-recipient must submit a second written statement explaining the implementation delay. DPS reserves the right to cancel the agreement if the proposed project is not operational within 90 days of the original start date.

8.0 Grant Termination.

- 8.1 **Cancellation for conflict of interest.** Pursuant to A.R.S. 38-511, the State may cancel this agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State is or becomes at any time while the agreement or an extension of the agreement is in effect an employee of or a consultant to any other party to this agreement with respect to the subject matter of the agreement. The cancellation shall be effective when the Sub-recipient receives written notice of the cancellation unless the notice specifies a later time. If the Sub-recipient is a political subdivision of the State, it may also cancel this agreement as provided in A.R.S. 38-511. In the event of cancellation under this paragraph, any unexpended funds received by the Sub-recipient must be reverted within 30 days of the cancellation notification.

- 8.2 **Gratuities.** DPS may, by written notice, terminate this sub-grant award agreement, in whole or in part, if DPS determines that employment or a gratuity was offered or made by the Sub-recipient or a representative of the Sub-recipient to any officer or employee of the state for the purpose of influencing the outcome of the grant award or in securing the sub-grant award agreement, an amendment to the sub-grant award agreement, or favorable treatment concerning the sub-grant award agreement, including the making of any determination or decision about sub-grant award agreement performance. DPS, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the Sub-recipient.

- 8.3 **Suspension or Debarment.** DPS may, by written notice to the Sub-recipient, immediately terminate this sub-grant award agreement if DPS determines that the Sub-recipient has been debarred, suspended or otherwise lawfully prohibited from or ineligible for participation in federal assistance programs or activities, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an application for funding or execution of a sub-grant award agreement shall attest that the Sub-recipient is not currently suspended or debarred. If the Sub-recipient becomes suspended or debarred, the Sub-recipient shall immediately notify DPS.

- 8.4 **Termination for convenience.** DPS reserves the right to terminate the sub-grant award agreement, in whole or in part any time, when in the best interest of DPS without penalty or recourse. Upon receipt of the written notice, the Sub-recipient shall stop all work as directed in the notice and minimize all further costs to DPS. In the event of termination under this paragraph, any unexpended funds received by the Sub-recipient must be reverted within 30 days of the termination notification.

- 8.5 **Termination for default.** In addition to the rights reserved in the contract, DPS may terminate the sub-grant award agreement in whole or in part due to the failure of the Sub-recipient to comply with any term or condition of the sub-grant award agreement or to make satisfactory progress in performing the sub-grant award agreement. An award is subject to cancellation if less than 20% of the awarded funds are expended or encumbered within 4 months of the contact start date, 40% within 7 months, and 70% within 10 months. DPS shall provide written notice of the termination and the reasons for termination to the Sub-recipient. In the event of termination under this paragraph, any unexpended funds received by the Sub-recipient must be reverted within 30 days of the termination notification. The Sub-recipient has the option to appeal within 20 calendar days of the date of the written notice of termination. The final decision will be at the discretion of the DPS Director or his designee.

8.6 Continuation of performance through termination. The Sub-recipient shall continue to perform, in accordance with the requirements of the sub-grant award agreement, up to the date of termination, as directed in the termination notice.

8.7 Termination by Sub-recipient. Upon written notice to DPS, the Sub-recipient may cancel this sub-grant award agreement. Any unexpended funds shall immediately be reverted to DPS.

9.0 Arbitration.

The parties to this sub-grant award agreement agree to resolve all disputes arising out of or relating to this sub-grant award agreement 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 (Title 41).

10.0 Other Service Requirements.

10.1 Collaboration. The Sub-recipient agrees to continually and proactively participate in developing partner relationships among other service providers in the effort to aid crime victims within the community served.

10.2 Demographics. The Sub-recipient agrees to maintain information on victim services provided through this project by race, national origin, sex, age and disability.

10.3 Key staff changes. The Sub-recipient agrees to promptly notify DPS of changes in key staff members identified in the grant application, to include Project Contact, Civil Rights Contact, Crime Victim Compensation Coordinator, Project Director, Financial Contact, Authorizing Official, and VOCA funded staff and/or staff used as match.

10.4 Vacancies. The Sub-recipient agrees to promptly notify DPS in writing when any VOCA funded employee position is vacated, and when any VOCA funded employee position is filled.

10.5 Surveys. The Sub-recipient agrees to utilize customer feedback surveys to assist the agency with contracted project outcome and quality measures. Feedback and satisfaction surveys will utilize the Lykert Scale of Measurement (Strongly Agree, Agree, Neither Agree or Disagree, Disagree, Strongly Disagree).

10.6 Victim Compensation. The Sub-recipient agrees to assist eligible victims in seeking available crime victim compensation benefits provided by the state victim compensation program. The Sub-recipient agrees to designate a victim compensation coordinator within its agency. The Victim compensation coordinator must have received victim compensation training through the county attorney's office. If training has not been received, the Sub-recipient agrees to arrange for and attend training within 90 days from the first day of this sub-grant award agreement or 90 days after reassignment of new staff in this role.

10.7 Victims' Rights. The Sub-recipient agrees to notify victims of Victims' Rights (A.R.S. 13-4401, et seq.) and to offer to connect the victim with a representative from the prosecutor's or county attorney's office if the victim so chooses. Non-criminal justice agencies will track their success ratio introducing victims to the criminal justice system in a verifiable manner. Non-criminal justice agencies will ensure that all DPS-VOCA funded staff and their first line supervisor have received victims' rights training from a criminal justice agency.

10.8 Volunteers. The Sub-recipient agrees to incorporate the use of volunteers to assist in carrying out the agency's mission. Volunteer use is a current and ongoing requirement for all projects.

10.9 Sudan and Iran Investments. The Sub-recipient agrees to comply with ARS 35-391 and ARS 35-393, and therefore has no scrutinized business operation investments in Sudan and Iran.

**2010 - 2011
APPROVED BUDGET**

Budget line items:	Federal	Match	Total
Salaries and Wages	\$46,068	\$ 0	\$46,068
Fringe Benefits	\$ 0	\$11,517	\$11,517
Travel	\$ 0	\$ 0	\$ 0
Professional/Outside Services	\$ 0	\$ 0	\$ 0
Equipment	\$ 0	\$ 0	\$ 0
Other Operating	\$ 0	\$ 0	\$ 0
Total	\$46,068	\$11,517	\$57,585

For the Arizona Department of Public Safety:

Robert C. Halliday, Colonel
Director
Arizona Department of Public Safety

Date

Legal Section
Approved as to Form

For the Subgrantee:

Project Director:

Signature: 
Teresa Corless, Administrative Services Supervisor

Date: _____

Authorizing Official:

Signature: 
Larry J. Ratcliff, Chief of Police

Date: 6/4/10

Approved as to form:

Attorney for Subgrantee (optional)

CERTIFICATION FORM

Recipient Name and Address: Peoria Police Department 8351 W. Cinnabar Ave. Peoria, AZ 85345

Grant Title: Victim Assistance Grant Number: 2009-VA-GX-0060 and Amount: \$46,068

Contact Person Name and Title: Teresa Corless, Admin. Svc. Superv. Phone Number: (623) 773-7035

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R §§ 42.301-.308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete Section A below. Recipients that claim the limited exemption from the submission requirement, must complete Section B below. A recipient should complete *either* Section A or Section B, not both. If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant.

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

- Recipient has less than 50 employees,
- Recipient is a non-profit organization,
- Recipient is a medical institution,
- Recipient is an Indian tribe,
- Recipient is an educational institution, or
- Recipient is receiving an award less than \$25,000

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R §42.302. I further certify that _____ [recipient] will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

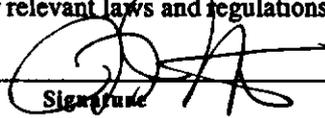
Print or type Name and Title _____ Signature _____ Date _____

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

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

I, Larry J. Ratcliff [responsible official], certify that the City of Peoria Police Dept. [recipient], which has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR §42.301, *et seq.*, subpart E. I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of: City of Peoria Human Resources [organization], at 8401 W. Monroe, Peoria AZ 85345 [address], for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

Larry J. Ratcliff

Print or type Name and Title _____ Signature  Date 6-4-10

(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 Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. 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:

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 406177.

Check If the State has elected to complete OJP Form 406177.

**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 Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

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

NOT APPLICABLE

1. Grantee Name and Address:

Peoria Police Department
8351 W. Cinnabar Ave.
Peoria, AZ 85345

866003631

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

Victim Assistance Grant Program
CFDA #16-575

4. Typed Name and Title of Authorized Representative

Larry J. Ratcliff
Chief of Police

5. Signature

6. Date



6/4/10



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

Applicants 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 (Nonprocurement) 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 Justice 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 subrecipients 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 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, dispersing, 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—

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient, include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Disclosure of Lobbying Activities

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse side for instructions.)

Public Reporting Burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Peoria Police Department 8351 W. Cinnabar Ave. Peoria, AZ 85345 Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee, enter Name and Address of Prime: Arizona Dept. of Public Safety 2102 W. Encanto Blvd. PO Box 6638 Phoenix, AZ 85005 Congressional District, if known: _____	
6. Federal Department/Agency: Office of Justice Programs	7. Federal Program Name/Description: Victims of Crime Act/VOCA CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ 46,068	
10a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI):	

11. Information requested through this form is authorized by Sec. 319, Pub. L. 101-121, 103 Stat. 750, as amended by sec. 10; Pub. L. 104-65, Stat. 700 (31 U.S.C. 1352). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

NOT APPLICABLE
 Signature: Teresa Corless
 Print Name: Teresa Corless
 Title: Administrative Services Supervisor
 Telephone No.: (623) 773-7035 Date: _____

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Larry J. Ratcliff, Chief of Police

Name and Title of Authorized Representative

Signature 

6/4/10
Date

Peoria Police Department

Name of Organization

8351 W. Cinnabar Ave. Peoria, AZ 85345

Address of Organization