CITY CLERK ORIGINAL

DPS Grant Agreement No. 2011-294

C-8095
06/26/2012

ARIZONA DEPARTMENT OF PUBLIC SAFETY

VICTIMS OF CRIME ACT (VOCA)

VICTIM ASSISTANCE GRANT PROGRAM
FEDERAL GRANT #2011-VA-GX-0019
CFDA #16-575
SUBGRANT AWARD AGREEMENT

SUBGRANTEE

AGENCY: Glendale Police Department

ADDRESS: 6835 N. 57th Drive

CITY: Glendale STATE: AZ ZIP: 85301-3218

2012/2013 AWARD AMOUNT: $96,137

2012/2013 REQUIRED MATCH (NON-FEDERAL SOURCE): $24,034

PROJECT PERIOD: 07/01/2012 to 06/30/2013

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 DPS-VOCA victim assistance grant program guidelines; the subgrantee's application; the attached general conditions and applicable special conditions; the most recent version of the Office of Justice Programs Financial Guide; OMB circulars A-21, A-87, A-102, A-110, A-122, A-133; Executive Order 12372; and 28 CFR pts. 66 and 70, all of which are incorporated by reference as if fully stated herein.

Subgrantees, and all its contractors, will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 CFR pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 CFR § 175.15 (b); section 106 of the National Historic Preservation Act of 1966 (16 USC § 470); Executive Order 11593; the Archaeological and Historical Preservation Act of 1974 (16 USC § 469 a-1 et seq.); the National Environmental Policy Act of 1969 (42 USC § 4321); and any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789d); the Victims of Crime Act (42 USC § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 USC § 5672(b)); the Civil Rights Act of 1964 (42 USC § 2000d); the Rehabilitation Act of 1973 (29 USC § 7 94); the Americans with Disabilities Act of 1990 (42 USC § 12131-34); the Education Amendments of 1972 (20 USC §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 USC §§ 6101-07); and Executive Order 13279.

Governmental entities will comply with the requirements of Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC § 4601 et seq.), and 5 USC §§ 1501-08 and §§7324-28 which limit certain political activities of State and local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

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:

2.2.1 Special Conditions;
2.2.2 General Conditions;
2.2.3 DPS / VOCA Guidelines;
2.2.4 Federal VOCA Guidelines; OJP Financial Guide; and applicable OMB circulars

2.3 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.

2.4 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.

2.5 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. 2009-09 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 departments, 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 contact, 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.

2012 - 2013
APPROVED BUDGET

Budget line items:	Federal	Match	Total
Salaries and Wages	$80,409	$ 0	$80,409
Fringe Benefits	$15,728	$ 0	$15,728
Travel	$ 0	$ 0	$ 0
Professional/Outside Services	$ 0	$ 0	$ 0
Equipment	$ 0	$ 0	$ 0
Other Operating	$ 0	$24,034	$24,034
Total	$96,137	$24,034	$120,171

DPS Grant Agreement No. 2011-294

For the Arizona Department of Public Safety:

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

8/16/12
Date

8/13/12
Legal Section
Approved as to Form

For the Subgrantee:

Project Director:

Signature: _____
Robert Jones, Police Lieutenant

Date: 7/10/12

Authorizing Official:

Signature: _____
Debby Black, Interim Police Chief

Date: 7-10-12

CITY OF GLENDALE, an Arizona municipal corporation

for H. Skeete
Horiatio Skeete, Acting City Manager

Approved as to form:

Attorney for Subgrantee (optional)

ATTEST:
City Clerk