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MEMORANDUM **Police Department - Staff Memo No. 2014-055**

DATE: JULY 23, 2014

TO: MAYOR AND COUNCIL

THRU: RICH DLUGAS, CITY MANAGER RD
SEAN E. DUGGAN, CHIEF OF POLICE SD

FROM: DAVID NEUMAN, ASSISTANT POLICE CHIEF DN

SUBJECT: RESOLUTION NO. 4793, AUTHORIZING A CRIME VICTIM ASSISTANCE PROGRAM GRANT AGREEMENT BETWEEN THE CITY OF CHANDLER AND ARIZONA DEPARTMENT OF PUBLIC SAFETY

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 4793 authorizing a Crime Victim Assistance Program Grant Agreement between the City of Chandler and Arizona Department of Public Safety for the provision of crime victim services; and authorizing the Mayor to sign the Agreement; and authorizing the Police Chief to administer, execute, and submit all documents and other necessary instruments in connection with such Agreement; and authorizing the City Manager or designee to approve and execute any future extensions to this contract.

BACKGROUNG/DISCUSSION: The Police Department has been awarded a Victim Assistance Grant through the Arizona Department of Public Safety as a pass-through grant from the Federal Government's Victims of Crime Act (VOCA). The Police Department has been the recipient of an award through this program since Fiscal Year 2007/08. The grant covers 80% of actual expenses for a Victim Services Specialist position. This position interacts with victims of actual or threatened crime in the Chandler community to assist in their recovery as quickly and fully as possible. This agreement is for $80,515 for the period July 1, 2014 through September 30, 2015.

FINANCIAL IMPLICATIONS: None. This grant covers 80% of the position's expenses, and a matching grant through the Arizona Criminal Justice Commission covers the remaining 20%.

PROPOSED MOTION: Move to adopt Resolution No. 4793 authorizing a Crime Victim Assistance Program Grant Agreement between the City of Chandler and Arizona Department of Public Safety for the provision of crime victim services; and authorizing the Mayor to sign the Agreement; and authorizing the Police Chief to administer, execute, and submit all documents and other necessary instruments in connection with such Agreement; and authorizing the City Manager or designee to approve and execute any future extensions to this contract.

Attachments: Resolution No. 4793
Copy of Agreement

RESOLUTION NO. 4793

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA AUTHORIZING AND APPROVING A VICTIMS OF CRIME ACT CRIME VICTIM ASSISTANCE PROGRAM GRANT AGREEMENT BETWEEN THE CITY OF CHANDLER AND THE ARIZONA DEPARTMENT OF PUBLIC SAFETY.

WHEREAS, the Arizona Department of Public Safety (DPS) wishes to enter into an Agreement with the City of Chandler for the provision of victim assistance, and

WHEREAS, the City of Chandler, through its Police Department, wishes to provide victim assistance services for the citizens of Chandler.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

Section I. THAT approval is granted for the City of Chandler to participate in the Victims of Crime Act Victim Assistance Grant Program through DPS to provide services for the citizens of Chandler.

Section II. THAT the Mayor is authorized to sign the Agreement and that the Chief of Police is appointed agent for the City of Chandler, to administer, execute, and submit all documents and any other necessary instruments in connection with said program. The City Manager/designee is authorized to approve and execute, on behalf of the City of Chandler, any such future extensions to this Contract.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____ 2014.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4793 was duly passed and adopted by the City Council of Chandler, Arizona, at a regular meeting held on the _____ day of _____ 2014.

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

DPS Grant Agreement No. 2013-228

ARIZONA DEPARTMENT OF PUBLIC SAFETY

VICTIMS OF CRIME ACT (VOCA)

VICTIM ASSISTANCE GRANT PROGRAM
FEDERAL GRANT #2013-VA-GX-0019
CFDA #16-575
SUBGRANT AWARD AGREEMENT

SUBRECIPIENT

AGENCY: Chandler Police Department

ADDRESS: Mail Stop 303, Box 4008

CITY: Chandler STATE: AZ ZIP: 85244-4008

2014/2015 AWARD AMOUNT: $80,515

2014/2015 REQUIRED MATCH (NON-FEDERAL SOURCE): $20,129

PROJECT PERIOD: 07/01/2014 to 09/30/2015

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 USC 10601, et seq as amended.

The purpose of this agreement shall be to award Victims of Crime Act (VOCA) Assistance funds to the subrecipient 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. Subrecipient's agreement or amended agreement(s) is incorporated by reference into this Subgrant Award Agreement.

This award is subject to agreement by the subrecipient, 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 subrecipient'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.

Subrecipients, and all their 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 Title VI of the Civil Rights Act of 1964 (42 USC § 2000d and 28 CFR § 42.101 et seq); Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 and 28 CFR § 42.501 et seq); the Age Discrimination Act of 1975 (42 USC § 6102 and 28 CFR § 42.700 et seq); Title IX of the Education Amendments of 1972 (20 USC § 1681 and 28 CFR pt 54); the Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789d and 28 CFR § 42.201 et seq); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 USC § 5672(b)); Section 1407 of the Victims of Crime Act of 1984 (42 USC § 10604); Title II of the Americans with Disabilities Act of 1990 (42 USC §12131-34 and 28 CFR pt. 35); and Equal Treatment for Faith-Based Organizations (28 CFR pt 38 and Executive Order 13279); and State Executive Order No. 2009-09. The above referenced federal and state laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services.

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 subrecipient the above shown AWARD AMOUNT subject to the conditions provided herein:

General Conditions

1.0 Definition of Terms. As used in this subgrant 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 subrecipient 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 subrecipient 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 subgrant award agreement only.

1.12 "Services" means the furnishing of labor, time or effort by a subrecipient 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 subgrant award agreement.

1.14 "Subgrant 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 "Subrecipient" 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 USC 10601, et seq.

2.0 Subgrant 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 Subgrant Award Agreement Order of Precedence. In the event of a conflict in the provisions of the subgrant 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 subrecipient under this subgrant award agreement is an independent subrecipient. Neither party to this subgrant award agreement shall be deemed to be the employee or agent of the other party to the subgrant award agreement.

2.4 Severability. The provisions of this subgrant award agreement are severable. Any condition deemed illegal or invalid shall not affect any other condition of the subgrant award agreement.

2.5 No parol evidence. This subgrant 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 subgrant 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 Subgrant award agreement administration and operation.

3.1 Non-Discrimination. The subrecipient shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations related to the prohibition against discrimination, including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, the Omnibus Crime Control and Safe Streets Act of 1968, the Juvenile Justice and Delinquency Prevention Act of 2002, the Victims of Crime Act of 1984, the Americans with Disabilities Act of 1990, Department of Justice implementing regulations and Equal Treatment for Faith-Based Organizations.

In the event a federal or state court or administrative agency makes a finding of discrimination after a due process hearing against the subrecipient agency on the grounds of race, color, national origin, religion, or sex, the subrecipient shall forward a copy of the finding to the Department of Justice, Office of Justice Programs, Office for Civil Rights and DPS.

3.1.1 Providing Services to Limited English Proficiency (LEP) Individuals. In accordance with Department of Justice guidance, recipients (and subrecipients) of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP).

3.1.2 Faith-Based Organizations. Department of Justice regulations prohibit faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. Regulation also makes clear that organizations participating in programs

funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.

3.1.3 Equal Employment Opportunity Plan. The subrecipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if required to submit one pursuant to 28 CFR Section 42.302) that is approved by the Office for Civil Rights is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the subrecipient is in compliance.

3.2 Certification Regarding Lobbying. Subrecipient 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 subrecipient, 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, subrecipient agencies must disclose to DPS any lobbying activities that have been paid or will be paid with any funds other than Federal funds.

3.2.1 Lobbying Activities. The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.

3.3 Required reports. The subrecipient 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 victim assistance 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.

3.3.6 If DPS determines that the subrecipient has failed to meet the acceptable standard for maintaining financial and/or programmatic documentation or is identified as a high risk subrecipient, additional financial or programmatic documentation may be required.

3.4 Records. The subrecipient shall retain all financial records, supporting documentation, statistical records and all other records pertinent to this award until March 31 of the seventh year following the year indicated in the Federal Grant Number of this Subgrant Award Agreement. (Federal Grant #2013-VA-GX-0019 plus seven years – keep through March 31 of that seventh year). In addition, with a 24-hour notice, the subrecipient will allow DPS and the Department of Justice's Office for Victims of Crime and/or the Office of the Chief Financial Officer (or their representatives) to review all of the subrecipient's records concerning this grant project.

3.5 Capital equipment. The subrecipient must maintain all capital equipment and furniture (costs in excess of $5,000 per unit) purchased through this subgrant award agreement in accordance with the DOJ Financial Guide. The subrecipient shall submit documentation relevant to the purchase as required by DPS. All capital equipment and furniture must be used for victim services as identified in the subrecipient's application and this subgrant award agreement. Any deviation from this provision must be approved in writing by DPS.

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 subrecipient purchases ownership with support through this subgrant award agreement.

3.7 Research or statistical information. The subrecipient 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 subrecipient's subgrant award agreement is contingent upon successful completion of random or for-cause inspections. Failure to satisfactorily comply with Required Action items identified during the site inspection can result in termination of the subgrant award agreement.

3.9 Audit requirements. The subrecipient 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 the audit report shall be sent to DPS.

3.10 Potential fraud, waste, abuse or misconduct. The subrecipient must promptly notify DPS in writing of any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

3.11 Prohibited Activities. The following activities are prohibited under this subgrant award agreement: 1. New construction. 2. Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historical Places or (b) located within a 100-year floodplain. 3. A renovation which will change the basic prior use of a facility or significantly change its size. 4. Research and technology whose anticipated and future application could be expected to have an effect on the environment. 5. Implementation of a program involving the use of chemicals.

3.12 Subgrant 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.

3.13 The subrecipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM). After the initial registration, subrecipients are required to review and update the information at least annually and more frequently if required by changes in the subrecipient's information or another award item. Additional information about registration procedures may be found at the SAM website (www.sam.gov).

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 subrecipient 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 subrecipient 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 subrecipient agrees to reimburse DPS for any VOCA funds the subrecipient expends that are not in full compliance with this subgrant award agreement.

4.3 No charge to victims. Subrecipients 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 subrecipient 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 USC 10603(a)(2)(C). This supplantation clause applies to state and local public agencies only.

4.6 Mandated services. The subrecipient will not utilize VOCA funds to support legally mandated services.

4.7 Funds management. The subrecipient 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 subrecipient 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 subrecipient will commit, track and report matching funds at approximately the same percentage rate as expenditures. The subrecipient may commit, track and report match funds at a higher percentage rate each month, not to exceed the total required match amount. The subgrant 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.

4.10 Training and Conference expense. The subrecipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, training, and other events, including the provision of food and/or beverage and costs of attendance at such events.

4.11 Prohibited expense. The subrecipient will not utilize VOCA funds, either directly or indirectly, in support of any contract with the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.

4.12 Training or training materials. The subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm.

4.13 Duplicate funding. The subrecipient agrees that if it currently has an open award of federal or state funds or if it receives an award of federal or state funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient will promptly notify DPS and, if so requested by DPS, seek an agreement amendment request to eliminate any duplication of funding.

5.0 Subgrant Award Agreement Changes.

5.1 Agreement Amendment. This subgrant 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 subrecipient 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 subrecipient's on-line application. Any deviation from the scope of the project as stated in the Narrative and Budget sections of the subrecipient's application must be approved in writing by DPS prior to the use of such funds.

5.4 Subcontracts. The subrecipient shall not enter into any subcontract under this subgrant award agreement without the advance written approval of DPS. The subrecipient 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 subgrant award agreement.

6.0 Indemnification.

Subrecipient Indemnification. The parties to this subgrant award agreement agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the subrecipient 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 subrecipient does not intend to, or is unable to perform or continue performing under this subgrant award agreement, DPS may demand in writing that the subrecipient give a written assurance of intent to perform. Failure by the subrecipient to provide written assurance within the number of days specified in the demand may, at DPS's option, be the basis for terminating the subgrant award agreement under the General Conditions or other rights and remedies available by law or provided by the subgrant 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 subrecipient 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 subrecipient 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 subrecipient receives written notice of the cancellation unless the notice specifies a later time. If the Subrecipient 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 subrecipient must be reverted within 30 days of the cancellation notification.

8.2 Gratuities. DPS may, by written notice, terminate this subgrant award agreement, in whole or in part, if DPS determines that employment or a gratuity was offered or made by the subrecipient or a representative of the subrecipient to any officer or employee of the state for the purpose of influencing the outcome of the grant award or in securing the subgrant award agreement, an amendment to the subgrant award agreement, or favorable treatment concerning the subgrant award agreement, including the making of any determination or decision about subgrant 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 subrecipient.

8.3 Suspension or Debarment. DPS may, by written notice to the subrecipient, immediately terminate this subgrant award agreement if DPS determines that the subrecipient 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 subgrant award

agreement shall attest that the subrecipient is not currently suspended or debarred. If the subrecipient becomes suspended or debarred, the subrecipient shall immediately notify DPS.

8.4 Termination for convenience. DPS reserves the right to terminate the subgrant 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 subrecipient 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 subrecipient 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 subgrant award agreement in whole or in part due to the failure of the subrecipient to comply with any term or condition of the subgrant award agreement or to make satisfactory progress in performing the subgrant 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 a 30-day written notice of termination and the reasons for termination to the subrecipient. In the event of termination under this paragraph, any unexpended funds received by the subrecipient must be reverted within 30 days of the termination notification. The subrecipient 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 subrecipient shall continue to perform, in accordance with the requirements of the subgrant award agreement, up to the date of termination, as directed in the termination notice.

8.7 Termination by subrecipient. Upon written notice to DPS, the subrecipient may cancel this subgrant award agreement. Any unexpended funds shall immediately be reverted to DPS.

9.0 Arbitration.

The parties to this subgrant award agreement agree to resolve all disputes arising out of or relating to this subgrant 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 subrecipient 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 subrecipient 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 subrecipient 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 subrecipient 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 subrecipient agrees to utilize customer feedback surveys to assist the agency with contracted project outcome and quality measures. Feedback and satisfaction surveys will utilize the Likert Scale of Measurement (Strongly Agree, Agree, Neither Agree or Disagree, Disagree, Strongly Disagree).

10.6 Victim Compensation. The subrecipient agrees to assist eligible victims in seeking available crime victim compensation benefits provided by the state victim compensation program. The subrecipient agrees to designate a Victim Compensation Coordinator within its agency. The Victim Compensation Coordinator must have received victim compensation training from their county attorney's office or completed the

Arizona Criminal Justice Commission (ACJC) on-line Introduction to Crime Victim Compensation training module (http://www.azcjc.gov/ACJC.Web/victim/cbttraining.aspx). If training has not been received, the subrecipient agrees to arrange for and attend training within 90 days from the first day of this subgrant award agreement or 90 days after reassignment of new staff in this role.

10.7 Victims' Rights. The subrecipient 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 Civil Rights. The subrecipient agrees to designate a Civil Rights Contact Person within its agency. This person must complete the on-line civil rights training program offered by the Office for Civil Rights (OCR), Office of Justice Programs (OJP), Department of Justice (DOJ) via the Arizona Criminal Justice Commission (ACJC) website. The subrecipient agrees to ensure the Civil Rights Contact Person completes the training within 90 days from the first day of this subgrant award agreement or 90 days after reassignment of new staff in this role.

10.9 Volunteers. The subrecipient 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.

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

10.11 Text messaging policy. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department of Justice encourages subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety polices and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

2014 - 2015
APPROVED BUDGET

Budget line items:	**Federal**	**Match**	**Total**
Salaries and Wages	$51,111	$12,780	$63,891
Fringe Benefits	$29,404	$ 7,349	$36,753
Travel	$ 0	$ 0	$ 0
Professional/Outside Services	$ 0	$ 0	$ 0
Equipment	$ 0	$ 0	$ 0
Other Operating	$ 0	$ 0	$ 0
Total	$80,515	$20,129	$100,644

DPS Grant Agreement No. 2013-228

For the Arizona Department of Public Safety:

_____ _____

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

Date

This Subgrant Award Agreement has been approved as to form by the Arizona Department of Public Safety Legal Section.

For the Subrecipient:

Project Director:

Signature: _____
Kathleen Cain, Victim Services Coordinator

Date: 7-25-14

Authorizing Official:

Signature: _____
Jay Tibshraeny, Mayor

Date: _____

Approved as to form:

_____
Attorney for Subrecipient (optional)