

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATIONS**

CC: SC
Amend No. _____

Date prepared: May 26, 2009

Council Meeting Date: June 16, 2009

TO: Carl Swenson, City Manager
THROUGH: Susan Thorpe, Deputy City Manager
FROM: Larry J. Ratcliff, Chief of Police
SUBJECT: Authorization to accept a Law Enforcement Program Grant from the Arizona Automobile Theft Authority in the amount of \$5,683.00

RECOMMENDATION:

That the Mayor and City Council authorize the City of Peoria Police Department to accept \$5,683.00 from the Arizona Automobile Theft Authority for the participation in the 2009/2010 Law Enforcement Grant Program.

In addition, it is recommended the Mayor and City Council approve a budget amendment of \$5,683.00 from the Proposed Grants Contingency Account (7990-7990-570000) to the Arizona Automobile Theft Authority Grant account (7310-7460) thus providing expenditure authority for the grant funds:

- Electronic Supplies and Equipment 7310-7460-530028 for \$1,090.00
- Overtime 7310-7460-510206 for \$4,593

SUMMARY:

The Police Department desires to participate in the Arizona Automobile Theft Authority 2009/2010 Law Enforcement Grant Program to obtain supplemental support in our efforts to address the continuing concerns for vehicle theft. The funds requested will be used to purchase a GPS tracker and fund staff deployments that will utilize the "Bait Car" systems. These funds will greatly aid in the search for stolen vehicles.

ATTACHMENT: Three (3) Original Contracts

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# 04909 LIC. # _____
Action Date: _____

ARIZONA AUTOMOBILE THEFT AUTHORITY

GRANT AGREEMENT

2009/2010 Law Enforcement

Grant Number: 2010-LE.AZ0072100.04

This Agreement is made this **1st day of July 2009**, by and between the Arizona Automobile Theft Authority, hereinafter referred to as the AATA, and the **Peoria Police Department**, hereinafter referred to as the GRANTEE. The AATA enters into this agreement pursuant to its authority under the provision of A.R.S. §41-3451 and having satisfied itself as to the qualifications of the GRANTEE.

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

1. This agreement will commence on July 1, 2009, and terminate on June 30, 2010. This agreement is subject to cancellation pursuant to the provision of A.R.S. §38-511. This AATA grant expires at the end of the agreement period, unless prior written approval for an extension has been obtained from the AATA. The GRANTEE agrees to return all unexpended funds to the AATA within 60 days of the expiration date of this grant or within 60 days of termination of this grant should termination occur prior to original expiration date.
2. **Grant funds are intended to be used exclusively for reimbursement of expenditures related to vehicle theft enforcement and investigations.** Grant funds will not be used to supplant Federal, State, County, or local funds that would otherwise be made available to the GRANTEE for public awareness purposes. Grant funds that are distributed pursuant to this agreement are not to be expended for any indirect costs incurred by the GRANTEE for the administration of this grant.
3. The final funding schedule will be determined by the AATA and will be based on funding availability.
4. The GRANTEE should to the extent possible, and practicable, share public awareness program information with other authorized criminal justice agencies.
5. If equipment is valued over \$1,000, the AATA requires the GRANTEE to record and report performance data and impact on vehicle theft in its jurisdiction for five years or the useful life of the equipment, whichever is less. In addition, the GRANTEE will own the equipment awarded through the grant and will be responsible for maintaining the equipment in good working order.

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2010-LE.AZ0072100.04

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

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

APPROVED GRANT ITEMS:

APPROVED GRANT REQUEST ITEMS AND/OR FUNDING:	GRANT FUNDS:
Police Officer	\$4,593
Employee Related Expenses	
0	
0 - 0	
0 - 0	
0	
GPS Tracker	\$1,090
TOTAL GRANT AWARD	<u>\$5,683</u>
**The final funding schedule will be determined by the AATA and will be based on funding availability.	

PERFORMANCE MEASURES

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

- A) Number of Vehicles Stolen (26,000 lbs. or less)(autos, trucks, SUV's, motorcycles, motor homes, etc)
 - B) Number of Vehicles Recovered (26,000 lbs. or less)(autos, trucks, SUV's, motorcycles, motor homes, etc)
 - C) Number of Vehicles Stolen (over 26,000 lbs.)
 - D) Number of Vehicles Recovered (over 26,000 lbs.)
 - E) Number of Felony Vehicle Thefts Arrests.
 - F) Number of Chop Shops Investigated.
 - G) Number of officers in the dedicated Auto Theft Squad.
 - H) Number of FTE's Assigned to Auto Theft.
 - I) Number of FTE's Assigned to Task Force.
 - J) Number of Crime Prevention FTE's.
 - K) Are officers and/or law enforcement personnel receiving new and/or ongoing training on the WYC Program?
 - L) Number of Personnel Trained.
 - M) Number of WYC Stops.
 - N) Number of WYC Recovered.
 - O) Number of WYC Reported Stolen.
 - P) Number of Arrests. (WYC Program)
 - Q) Number of WYC Events.
 - R) Number of Vehicles Enrolled. (WYC Program)
 - S) Number of WYC Flyers Distributed.
 - T) Number of officer overtime hours utilized for VIN events.
 - U) Number of VIN Etching Events.
 - V) Number of Vehicles Etched.
 - W) Number of program participants (exposures) at promotional events or meetings. (VIN Etching)
 - X) Number of Bait Cars.
 - Y) Number of AATA Funded Systems. (Bait Car Program)
 - Z) Number of Activations. (Bait Car Program)
 - AA) Number of Arrests (Bait Car Program)
 - BB) Number of Fixed Systems (License Plate Readers)
 - CC) Number of Mobile Systems (License Plate Readers)
 - DD) Number of Shifts (License Plate Readers)
 - EE) Number of Scans/Shift (License Plate Readers)
 - FF) Number of Vehicles Recovered (License Plate Readers)
 - GG) Number of Arrests (License Plate Readers)
12. The GRANTEE agrees to comply with the financial, administrative, and reporting requirements set forth in this agreement and to comply with the

organizational audit requirements of OMB Circular A-128, *Audits of State and Local Governments*.

13. The GRANTEE agrees that it will provide accounting, auditing, and monitoring procedures to safeguard AATA grant funds and keep such records to assure proper fiscal controls, management, and the efficient disbursement of AATA grant funds.
14. Pursuant to the provisions of A.R.S. §35-214 and A.R.S. §35-215, GRANTEE shall retain all books, account reports, files, and other records relating to this agreement and performance of this agreement for a period of five (5) years after the completion of this agreement. All such documents shall be subject to inspection and audit at reasonable times.
15. The GRANTEE agrees to submit quarterly financial and performance reports to the AATA, documenting the activities supported by the AATA grant funds and providing an assessment of the impact of those activities on the criminal justice system. The reports shall be submitted according to the following schedule.

<u>Reporting Period</u>	<u>Due Date</u>
July 1, 2009 – September 30, 2009	October 31, 2009
October 1, 2009 – December 31, 2009	January 31, 2010
January 1, 2010 – March 31, 2010	April 30, 2010
April 1, 2010 – June 30, 2010	July 31, 2010

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

A) If to the AATA:

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

B) If to the GRANTEE:

Chief of Police Larry Ratcliff
Peoria Police Department
8351 W. Cinnabar Ave
Peoria, AZ 85345

17. The GRANTEE agrees that it will comply with applicable nondiscrimination requirements of A.R.S. §41-1463, applicable State and Federal civil rights laws, and Executive Order 99-4 which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The GRANTEE shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
18. The GRANTEE agrees that in the event that a Federal or State court, or Federal or State administrative agency, after a due process hearing, makes a finding of discrimination on the grounds of race, color, religion, national origin, sex, age, or handicap against the GRANTEE regarding the program or activities supported by this grant, the GRANTEE will forward a copy of such findings to the AATA.
19. The GRANTEE certifies to report annual crime statistics to the Arizona Department of Public Safety (DPS).
20. The GRANTEE certifies it will comply with the Drug-Free Workplace Act of 1988 as delineated in 28 CFR Part 67, Subpart F, for grantees, as defined in 28 CFR Part 67 Sections 67.615 and 67.620.
21. The GRANTEE and the AATA agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. §12-1501 et. seq.
22. The laws of the State of Arizona apply to questions arising under this agreement and any litigation regarding this agreement must be maintained in Arizona courts, except as provided in paragraph 14 of this agreement pertaining to disputes that are subject to arbitration.
23. The GRANTEE agrees that it is acting as an independent contractor and agrees to hold the AATA harmless from the actions of the GRANTEE AND GRANTEE'S employees.
24. No right or interest in this agreement shall be assigned by GRANTEE without prior written approval of the AATA. No delegation of any duty of GRANTEE shall be made without the prior written approval of the AATA.

