

**ARIZONA DEPARTMENT OF PUBLIC SAFETY****VICTIMS OF CRIME ACT (VOCA) VICTIM ASSISTANCE GRANT PROGRAM****FEDERAL GRANT# 15POVC-24-GG-00608-ASSI****CFDA #16.575****SUBGRANT AWARD AGREEMENT****SUBRECIPIENT**

AGENCY: Mesa Police Department

ADDRESS: PO Box 1466

CITY: Mesa

STATE: Arizona

ZIP: 85211-1466

UNIQUE ENTITY IDENTIFIER: E2Y8LRS18AU3

**PROJECT TITLE:** Victim Services Unit**AWARD AMOUNT:** \$457,761**REQUIRED MATCH (NON-FEDERAL SOURCE):** \$114,440**PROJECT PERIOD:** 10/01/2025 to 09/30/2026**PROJECT PURPOSE:** To provide assistance to victims of crime.

This agreement is made under the authority of the Victims of Crime Act of 1984, U.S. Code, Title 34, Subtitle II, Chapter 201, Subchapter I, § 20101, et seq. as amended, and specifically 34 U.S.C. §20103.

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 most recent version of the general conditions, which are incorporated here by reference, and certifications; the most recent version of the Department of Justice Grants Financial Guide; the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200 and supplemented by the Department of Justice in 2 CFR Part 2800 (together, the "Part 200 Uniform Requirements"); 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 (as amended on May 4, 2016), 42, 46, 54, 61 Appendix D, 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, as amended, (42 USC § 2000d and 28 CFR § 42.101 et seq.); the Indian Civil Rights Act (25 USC §§ 1301-1303); 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 § 6101-07 and 28 CFR § 42.700 et seq.); Title IX of the Education Amendments

of 1972 (20 USC § 1681, 1683, 1685-86 and 28 CFR pt. 54); the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968 (34 USC § 10228(c) and 28 CFR § 42.201 et seq.); the Juvenile Justice and Delinquency Prevention Act (JJDP) of 1974, as amended, (34 USC § 11182(b)); Section 1407 of the Victims of Crime Act (VOCA) of 1984 (34 USC § 20110(e)); Title II of the Americans with Disabilities Act of 1990 (42 USC § 12131-34 and 28 CFR pt. 35); and Partnerships with Faith-Based and Other Neighborhood Organizations (28 CFR pt. 38 and Executive Order 13279 as amended by Executive Order 13559); 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 the subrecipient the AWARD AMOUNT in the below shown sums per periods listed:

### Approved Budget

#### Federal VOCA Amount

| Budget line items           | 10/1/2025 -<br>9/30/2026 | 10/1/2026 -<br>9/30/2027 | 10/1/2027 -<br>9/30/2028 | Total     |
|-----------------------------|--------------------------|--------------------------|--------------------------|-----------|
| Personnel - Salary          | \$324,530                | \$0                      | \$0                      | \$324,530 |
| Personnel - Fringe Benefits | \$133,231                | \$0                      | \$0                      | \$133,231 |
| Contractual Services        | \$0                      | \$0                      | \$0                      | \$0       |
| Mileage                     | \$0                      | \$0                      | \$0                      | \$0       |
| Training                    | \$0                      | \$0                      | \$0                      | \$0       |
| Capital Equipment           | \$0                      | \$0                      | \$0                      | \$0       |
| Other Expenses              | \$0                      | \$0                      | \$0                      | \$0       |
| Total                       | \$457,761                | \$0                      | \$0                      | \$457,761 |

#### Match Amount

| Budget line items           | 10/1/2025 -<br>9/30/2026 | 10/1/2026 -<br>9/30/2027 | 10/1/2027 -<br>9/30/2028 | Total     |
|-----------------------------|--------------------------|--------------------------|--------------------------|-----------|
| Personnel - Salary          | \$82,415                 | \$0                      | \$0                      | \$82,415  |
| Personnel - Fringe Benefits | \$32,025                 | \$0                      | \$0                      | \$32,025  |
| Volunteers                  | \$0                      | \$0                      | \$0                      | \$0       |
| Contractual Services        | \$0                      | \$0                      | \$0                      | \$0       |
| Mileage                     | \$0                      | \$0                      | \$0                      | \$0       |
| Training                    | \$0                      | \$0                      | \$0                      | \$0       |
| Capital Equipment           | \$0                      | \$0                      | \$0                      | \$0       |
| Other Expenses              | \$0                      | \$0                      | \$0                      | \$0       |
| Match Waiver                | \$0                      | \$0                      | \$0                      | \$0       |
| Total                       | \$114,440                | \$0                      | \$0                      | \$114,440 |

For the Arizona Department of Public Safety:

\_\_\_\_\_  
Jeffrey Glover, Colonel  
Director  
Arizona Department of Public Safety

\_\_\_\_\_  
Date

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For the Subrecipient:

Authorizing Official:

\_\_\_\_\_  
Scott Butler

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Attorney for Subrecipient (optional)

ARIZONA DEPARTMENT OF PUBLIC SAFETY  
VICTIMS OF CRIME ACT (VOCA) VICTIM ASSISTANCE GRANT PROGRAM  
SUBGRANT AWARD AGREEMENT

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 requested by the subrecipient agency for the purpose of making changes in the agreement and approved by the Arizona Department of Public Safety.
  - 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 Director 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 shall 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, 34 U.S.C. § 20101, et seq.

## **2.0 Subgrant award agreement interpretation.**

- 2.1 Arizona Law. 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, 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; DOJ Grants Financial Guide (including any updated version that may be posted during the period of performance); and Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200.
- 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 parole 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. 2023-01 and all other applicable Federal and State laws, rules and regulations related to the prohibition against discrimination, including A.R.S. § 41-1461, et seq., Title VI of the Civil Rights Act of 1964, as amended, the Indian Civil Rights Act, 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 1974, as amended, the Victims of Crime Act of 1984, the Americans with Disabilities Act of 1990, Department of Justice implementing regulations and Partnerships with Faith-Based and Other Neighborhood Organizations.

If in the three years prior to the date of the grant award, a federal or state court or administrative agency makes an adverse finding of discrimination after a due process hearing against the subrecipient agency on the grounds of race, color, national origin, religion, sex, or disability, the subrecipient shall forward a copy of the finding to the Department of Justice, Office of Justice Programs, and DPS.

- 3.1.1 Providing Services to Limited English Proficiency (LEP) Individuals. Recipients (and subrecipients) must ensure that Limited English Proficiency (LEP) persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency. To ensure compliance with Title VI and the Safe Streets Act, recipients and subrecipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees (and subgrantees) to help them comply with Title VI requirements. The guidance document can be accessed on the internet at [www.lep.gov](http://www.lep.gov).
- 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 explicitly religious activities. While faith-based organizations can engage in non-funded explicitly religious activities, they shall 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 Standard Assurances and may result in suspension or termination of funding, until such time as the subrecipient is in compliance.
- 3.1.4 Civil Rights Compliance Review. The subrecipient shall provide relevant information regarding civil rights policies and procedures during the DPS-VOCA Civil Rights Compliance Review process.

3.2 Certification Regarding Lobbying. Subrecipients entering into a VOCA grant or cooperative agreement over \$100,000 shall 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, subrecipients shall 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, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government. Furthermore, the subrecipient understands and agrees that it cannot use any federal funds to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award.

Should any question arise as to whether a particular use of Federal funds by the subrecipient would or might fall within the scope of this prohibition, the subrecipient shall contact DPS for guidance, and may not proceed without the express prior written approval of DPS.

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 Subgrant Award Report is due no later than October 30th of Year 2 and Year 3 of the grant cycle;
- 3.3.2 Monthly financial reports are due no later than the 15<sup>th</sup> of each month;
- 3.3.3 Quarterly statistical and programmatic reports are due no later than 30 days following the close of each quarter (the subrecipient agrees to collect and maintain data that measure the performance and effectiveness of work under this award);
- 3.3.4 Final Request to Reprogram Funds (if necessary) is due no later than June 30th of each fiscal year within the grant cycle;
- 3.3.5 Year-end amendment is due in conjunction with the final Monthly Financial Report which is due no later than October 15<sup>th</sup>; and
- 3.3.6 All obligations properly incurred by September 30th of each fiscal year within the grant cycle must be liquidated no later than November 30<sup>th</sup>. Any funds not liquidated by November 30th will revert to DPS;
- 3.3.7 the Annual Report is due no later than October 30th of each fiscal year within the grant cycle.

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 Disclosure of High Risk Status. If the subrecipient is designated “high risk” by a federal or state grant-making agency outside of DPS, currently or at any time during the course of the period of performance under this award, the recipient must disclose the fact and certain related information to DPS. For the purposes of this disclosure, high risk includes any status under which a federal or state awarding agency provides additional oversight due to the subrecipient’s past performance, or other programmatic or financial concerns with the subrecipient. If the subrecipient is designated high risk by another federal or state awarding agency, the subrecipient must provide the following information: (1) the federal or state awarding agency that designates the subrecipient high risk; (2) the date the subrecipient was designated high risk; (3) the high risk point of contact at that federal or state awarding agency (name, phone number, and email address); (4) the reasons for the high risk status, as set out by the federal or state awarding agency.

In the event 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, the subrecipient agrees to comply with any additional requirements that may be imposed by DPS.

- 3.5 Records. The subrecipient shall retain all financial records, supporting documentation, statistical records and all other records pertinent to this award until April 30, 2032. 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 its representatives) to review all of the subrecipient’s records concerning this grant project.
- 3.6 Capital equipment. Any purchase of capital equipment shall be approved by DPS prior to purchase to include submission of the subrecipient’s procurement or purchasing policies and procedures and related quote(s) for item purchase. The subrecipient shall maintain all capital equipment and furniture (costs in excess of \$10,000 per unit) purchased through this subgrant award agreement in accordance with the DOJ Grants Financial Guide. The subrecipient shall submit documentation relevant to the purchase as required by DPS. All capital equipment and furniture shall be used for victim services as identified in the subrecipient’s application and this subgrant award agreement. Any deviation from this provision shall be approved in writing by DPS.
- 3.7 Client Assistance, Emergency Financial Assistance, Transitional Housing, and Relocation. Subrecipients receiving VOCA funds for client assistance, emergency financial assistance, transitional housing, and relocation services must submit the policies, procedures and rules governing the provision of the assistance for review and approval. The subrecipient agrees to revise any policy, procedure or rule DPS determines to be unallowable or does not conform to appropriate internal controls for suitable use of the funds and protection from fraud, waste or abuse.
- 3.8 Contracts for Professional Services. Subrecipients receiving VOCA funds for contracting for specialized professional services that are not available within the subrecipient organization must maintain signed agreements for consultant/contractual services and provide copies of the agreements to DPS prior to the use of VOCA funds for such services.

- 3.9 Noncompetitive approach in procurement contracts. The subrecipient must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

- 3.10 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.
- 3.11 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.
- 3.12 Non-Disclosure of Confidential or Private Information. The subrecipient shall, to the extent permitted by law, reasonably protect the confidentiality and privacy of persons receiving services under this program and shall abide by the Non-Disclosure of Confidential or Private Information rules as outlined in the DPS-VOCA Guidelines.
- 3.13 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.
- 3.14 Audit requirements. The subrecipient shall comply with the audit requirements of Title 2 C.F.R. Subpart F (§ 200.500 et seq.) of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and the DPS VOCA guidelines.

The subrecipient understands and agrees that DPS may withhold award funds, or may impose other related requirements, if (as determined by DPS) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

- 3.15 Financial statement availability. The nonprofit subrecipient shall make its financial statements available online (either on the subrecipient's or another publicly available website). Subrecipient organizations that have Federal 501(c)(3) tax status are considered in compliance with this requirement to the extent that such organizations file IRS Form 990 or similar tax documents (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
- 3.16 Certification of nonprofit status. The nonprofit subrecipient shall certify its nonprofit status by submitting a statement to DPS affirmatively asserting that the subrecipient is a nonprofit



organization, and by providing either 1) a copy of its 501(c)(3) designation letter; 2) a letter from the Arizona Department of Revenue or Arizona Attorney General's Office stating that the subrecipient is a nonprofit organization operating within Arizona; or 3) a copy of the agency's Arizona certificate of incorporation that substantiates its nonprofit status. Subrecipients that are local nonprofit affiliates of Arizona or national nonprofits should have available proof of (1), (2) or (3), and a statement by the Arizona or national parent organization that the subrecipient is a local nonprofit affiliate.

- 3.17 Reporting potential fraud, waste, abuse or misconduct. The subrecipient shall promptly notify the DOJ Office of the Inspector General (OIG) and DPS in writing of any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has in connection with funds under this award 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.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award shall be reported to the OIG by (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Fraud Detection Office, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

- 3.18 Restrictions and certifications regarding non-disclosure agreements and related matters. No subrecipient under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subrecipient—

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employee or contractors that currently prohibit or otherwise currently restricts (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud,

or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that making agency.

2. If the subrecipient does or is authorized under this award to make subgrants, procurement contracts, or both—

a. It represents that –

i. It has determined that no other entity that the subrecipient’s application proposes may or will receive award funds (whether through a subgrant, procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

ii. It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. It certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

3.19 Compliance with 41 U.S.C. § 4712 (including prohibitions on reprisal; notice to employees). The subrecipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. § 4712, including all applicable provisions that prohibit under specified circumstances, discrimination against an employee as reprisal for the employee’s disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rules, or regulation related to a federal grant.

The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. § 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. § 4712 to this award, the subrecipient is to contact the OJP and DPS for guidance.

3.20 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, a wetland, or habitat for an endangered species. 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 (including the identification, seizure, or closure of clandestine methamphetamine laboratories).

3.21 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.

3.22 System for Award Management. 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](http://www.sam.gov)).

3.23 Employment eligibility verification for hiring under the award.

1. The subrecipient must:

- A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2), A.R.S. § 41-4401 and A.R.S. § 23-214.
- B. Notify all persons associated with the subrecipient who are or will be involved in activities under this subaward of both (1) this award requirement for verification of employment eligibility, and (2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
- C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the subaward requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
- D. As part of the recordkeeping for the subaward (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring – DPS is responsible for monitoring subrecipient compliance with this condition.



3. Allowable costs - To the extent that such costs are not reimbursed under any other federal program, DPS may allow subrecipients to use VOCA funds, if awarded for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

- A. Staff involved in the hiring process - For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.
- B. Employment eligibility confirmation with E-Verify - For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the subrecipient may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the subrecipient uses E-Verify and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation" to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.
- C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
- D. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
- E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1). Questions about E-Verify should be directed to the Department of Homeland Security (DHS). For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to DPS, before award acceptance.

3.24 Requirement of report actual or imminent breach of personally identifiable information (PII). The subrecipient must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The

subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to DPS no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

3.25 Unreasonable restrictions on competition under the award; association with federal government.

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this subaward, whether by the recipient (DPS) or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") – no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
2. Monitoring - The DPS's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
3. Allowable costs - To the extent that such costs are not reimbursed under any other federal program, DPS may allow subrecipients to use VOCA funds, if awarded for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.
4. Rules of construction
  - A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

- B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

- 3.26 Determination of suitability to interact with participating minors. This condition applies to this award if it is indicated in the application that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age. The subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here and in the Determination of Suitability to Interact with Participating Minors certification.
- 3.27 Requirements related to System for Award Management and Universal Identifier Requirements. The subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.
- 3.28 Compliance with all applicable Federal civil rights and nondiscrimination laws. The subrecipient agrees that its compliance with all applicable Federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this subaward, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

#### **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 Assistance funds.
- 4.2 Match waiver. Any award made with a match waiver pending approval from DPS, in accordance with the U.S. Department of Justice's match waiver approval process, is subject to reduction if the match waiver is not approved.
- 4.3 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 may be subject to immediate cancellation. The subrecipient shall 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.

- 4.4 No charge to victims. Subrecipients shall 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.
- 4.5 Non-supplantation. VOCA crime victim assistance funds will be used to enhance or expand services and shall not be used to supplant state and local funds that would otherwise be available for crime victim services, 34 U.S.C. 20103(a)(2).
- 4.6 Funds management. The subrecipient shall 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, Grants Financial Guide, effective edition.
- 4.7 Unexpended funds. The subrecipient shall immediately contact DPS to make arrangements to amend its 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.
- 4.8 Matching funds. The subrecipient shall commit, track and report matching funds at approximately the same percentage rate as VOCA 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. If the rate of VOCA expenditures reported surpasses the rate of match expenditures reported by more than 10%, the subgrant award agreement is subject to cancellation.
- 4.9 Training and conference expense. The subrecipient agrees to comply with all applicable laws, regulations, policies, and Official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), meetings, training, and other events, including the provision of food and/or beverage and costs of attendance at such events.
- 4.10 Training or training materials. The subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under this award shall adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.
- 4.11 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 shall 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 subrecipient's application shall 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. To the fullest extent permitted by law, Contractor (as "Indemnitor") shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.



## **7.0 Grant Remedies.**

- 7.1 Requirements of the award; remedies for non-compliance or for materially false statements. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the subrecipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice may determine that a legal notice regarding award requirements is necessary or that will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such notice or exception regarding enforcement, including any such notice or exception made during the period of performance, is (or will be during the period of performance) set out through the Office of Justice Programs webpage entitled “Legal Notices: Special circumstances as to particular award conditions ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award. DPS will also issue notice as necessary.

By signing and accepting this subaward on behalf of the subrecipient, the authorized subrecipient official accepts all material requirements of the subaward, and specifically adopts all such assurances or certifications as if personally executed by the authorized subrecipient official.

Failure to comply with any one or more of these award requirements—whether a condition set out in full, a condition incorporated by reference, or a certification or assurance related to conduct during the award period—may result in DPS taking appropriate action with respect to the subrecipient and the award. Among other things, DPS may withhold award funds, disallow costs, or suspend or terminate the award. DPS, the Department of Justice (DOJ), including the Office of Justice Programs, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to DPS or DOJ (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. § 10271-10273), and also may lead to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

- 7.2 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.



- 7.3 Project implementation. If a project is not operational within 60 days of the original start date of the project period, the subrecipient shall 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 shall 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 shall 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 shall 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. 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 shall 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 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, Chapter 23).

## **10.0 Other Service Requirements and Prohibited Activities.**

- 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 collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance through this project, where such information is voluntarily furnished by the victim.
- 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 or match employee position is vacated and when any VOCA funded or match 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 shall designate a Victim Compensation Coordinator within its agency. The Victim Compensation Coordinator shall receive victim compensation training from his/her county attorney's office or complete the Arizona Criminal Justice Commission (ACJC) on-line Introduction to Crime Victim Compensation training module. If training has not been received, the subrecipient shall 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. Title 13, Chapter 40 Crime Victims' Rights; and A.R.S. Title 8, Chapter 3, Article 7 Victims' Rights for Juvenile Offenses) and to offer to connect the victim with a representative from the prosecutor's or county attorney's office if the victim so chooses. Subrecipients shall ensure that all DPS-VOCA funded and match staff and their first line supervisor have attended a victims' rights presentation from the Arizona Attorney General's Office.
- 10.8 Civil Rights. The subrecipient shall designate a Civil Rights Contact Person within its agency. This person shall 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 shall 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. The use of volunteers is a current and ongoing requirement for all projects.
- 10.10 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 (DOJ) 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 policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 10.11 Human Trafficking. The subrecipient must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons whether on the part of subrecipients or individuals defined as "employees" of the subrecipient. The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP website at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.

10.12 Compliance with general appropriations-law restrictions on the use of federal funds. The subrecipient shall comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes.

Should a question arise as to whether a particular use of federal funds by a subrecipient would or might fall within the scope of a restriction set out in this award condition, the recipient is to contact DPS for guidance, and may not proceed without the express prior written approval of DPS.

*Publicity or Propaganda.* Federal funds are not legally available, and may not be used (whether directly or indirectly, including by private contractors), for publicity or propaganda purposes not authorized by Congress.

*Employee Trainings.* Federal funds are not legally available, and may not be used, for any employee training that:

1. does not meet identified needs for knowledge, skills, and abilities bearing directly upon the performance of official duties;
2. contains elements likely to induce high levels of emotional response or psychological stress in some participants;
3. does not require prior employee notification of the content and methods to be used in the training and written end-of-course evaluation;
4. contains any methods or content associated with religious or quasi-religious belief systems or “new age” belief systems as defined in Equal Employment Opportunity Commission Notice N-915.022, dated September 2, 1988; or
5. is offensive to, or designed to change, participants’ personal values or lifestyle outside the workplace.

Nothing in this provision prohibits, restricts, or otherwise precludes an agency from conducting training bearing directly upon the performance of official duties.

*Nondisclosure policies, forms, and agreements.* Federal funds are not legally available, and may not be used, to implement or enforce any nondisclosure policy, form, or agreement, if such policy, form, or agreement does not contain the following provisions:

“These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing federal statute or Executive Order relating to 1) classified information; 2) communications to Congress; 3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety; or 4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive Orders and federal statutory provisions are incorporated into this agreement and are controlling.”

*Nondiscrimination in programs involving students.* Funds appropriated under the Department of Justice Appropriations Act, 2025, and awarded by OJP are not legally

available, and may not be used, to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or those of their parents or legal guardians.

*Blocking of pornography on computer networks.* Funds appropriated under the Full-Year Continuing Appropriations Act, 2025, and awarded by OJP are not legally available and, may not be used, to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this provision limits the use of funds necessary for any federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, adjudication, or other law enforcement or victim assistance-related activity.

*Award or incentive fees to contractors.* Funds appropriated under the Full-Year Continuing Appropriations Act, 2025, and awarded by OJP are not legally available, and may not be used, to pay award or incentive fees for contractor performance that has been judged to be below satisfactory performance or for performance that does not meet the basic requirements of a contract.

*Use of funds in connection with abortion.* Fund appropriated under the Full-Year Continuing Appropriations Act, 2025, and awarded by OJP are not legally available, and may not be used – (1) to pay for an abortion, except where the life of the mother would be endangered if the fetus were carried to term, or in the case of rape or incest; or (2) to require any person to perform, or facilitate in any way the performance of, any abortion.

*“Pay-to-stay” at local jails.* Funds appropriated to the Department of Justice through an annual appropriations statute and awarded by OJP are not legally available to, and may not be provided to, any local jail that runs a “pay-to-stay” program. (Monies in the Crime Victims Fund are not appropriated through an annual appropriations statute.)

10.13 Israel Boycott Divestments. Subrecipient warrants it is not engaged in a boycott of Israel as defined by A.R.S. § 35-393.01.

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

Subrecipient (organization) Name: City of Mesa

Signature: \_\_\_\_\_  
Authorizing Official

\_\_\_\_\_  
Date

**Scott Butler, City Manager**

\_\_\_\_\_  
Printed Name and Title of Authorizing Official



## Arizona Department of Public Safety, Victims of Crime Act (VOCA) Administration Unit Equal Employment Opportunity Certification Form

**Subrecipient Agency Name:** City of Mesa

**Address:** PO Box 1466, Mesa, AZ 85211

**EEO Contact Person Name and Title:** Andrea Alicoate, Asst to the City Manager, Director of Diversity

**EEO Contact Person Phone number and Email Address:** 480-644-5034; Andrea.Alicoate@MesaAZ.gov

### Select the relevant Organizational Category and the relevant Organizational Type

☐ **Non-Government**  
(select type below)

- ☐ Nonprofit Organization
- ☐ Health Care or Hospital Facility
- ☐ Faith-based/Religious Organization
- ☐ Educational Institution
- ☐ Other

☒ **Government Law Enforcement**  
(select type below)

- ☐ County/Municipal Corrections
- ☐ State Corrections
- ☒ County/Municipal Law Enforcement
- ☐ State Law Enforcement
- ☐ Tribal Law Enforcement
- ☐ Special Jurisdiction Law Enforcement

☐ **Government Non-Law Enforcement**  
(select type below)

- ☐ County/Municipal Court
- ☐ State Court
- ☐ County/Municipal Prosecutor
- ☐ Attorney General
- ☐ County/Municipal Government
- ☐ State Government
- ☐ Tribe or Tribal Government
- ☐ Health Care or Hospital Facility
- ☐ Education Institution

**Complete ONLY Section A OR Section B (based on the subrecipient's exemption status).  
Do not complete both.**

### Section A: Declaration Claiming Complete Exemption from the EEOP Requirement

Check all that apply to the subrecipient agency:

- |                                                 |                                                  |                                                                         |
|-------------------------------------------------|--------------------------------------------------|-------------------------------------------------------------------------|
| <input type="checkbox"/> Less than 50 employees | <input type="checkbox"/> Indian Tribe            | <input type="checkbox"/> Medical Institution                            |
| <input type="checkbox"/> Nonprofit Organization | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000 |

I certify that \_\_\_\_\_ [subrecipient agency name] is not required to prepare an EEOP for the reason(s) checked above and will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

\_\_\_\_\_  
Print Name and Title of Responsible Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### Section B: Non-Exempt Organizations

If subrecipient is not exempt based on Section A above, then the most recent EEOP and Utilization Report must be submitted to the Arizona Department of Public Safety with the Subgrant Award Agreement package. VOCA subrecipients are no longer required to submit the EEOP and Utilization Report to the federal Office for Civil Rights (unless they are a Direct Recipient of funds from DOJ).

I certify that the most recent EEOP and Utilization Report has been uploaded in SAGE/provided to DPS.

**Scott Butler, City Manager**

\_\_\_\_\_  
Print Name and Title of Responsible Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# EEO Utilization Report

## Organization Information

Name: CITY OF MESA

City: MESA

State: AZ

Zip: 85211-1466

Type: County/Municipal Government

## **Section 1: EEO Policy Statement**

### **Policy Statement:**

The City is committed to being an Equal Opportunity Employer, as set forth in Section 902(a)1 of the City Charter. The City has a strong commitment to diversity. We are committed to implementing effective diversity practices in our recruitment and selection processes that help ensure our workforce is diverse and representative of our citizenry. The City's policy is to consider each applicant for City employment on the basis of his or her qualifications for the job and without regard to race, color, national origin, age, disability, religion, sex, sexual orientation, gender identity and expression, veterans status, marital status, and genetic information. Every effort will be made to ensure that appointments, promotions, reclassifications, transfers, compensation, training, layoffs, terminations, or any other type of personnel action is based on all factors determined to be free of discrimination.

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## **Section 5: Narrative Interpretation of Data**

The City of Mesa reviewed the Utilization Analysis (comparing the City's workforce to the relevant labor market, Maricopa County and noted the following:

1. Hispanic females were under-represented in the following categories: Officials/Administrators, Service/Maintenance, Non-Sworn, Technicians, Protective Services, Sworn Protective Services, and Skilled Craft.
2. White females were also under-represented in the following categories: Professionals, Technicians, Non-Sworn Protective Services, and Sworn Protective Services.
3. Black or African American females were under-represented in the Technician, Sworn Protective Services, and Service/Maintenance.
4. Hispanic males were under-represented in the Sworn Protective Services, Administrative Support, Skilled Craft, and Service Maintenance.
5. Black or African American males were under-represented in the Sworn Protective Services, Skilled Craft, and Service/Maintenance.

The City of Mesa is committed to increasing the representation of all underutilized groups in all areas of the organization. One of the strategies to amplify professional development and opportunities for underrepresented groups includes investments in Employee Resource Groups for those listed above: Women Leading Mesa, Mesa Hispanic Network, and National Forum for Black Public Administrators.

The City ensures continuing recruitment strategies to reach and attract applicants that represent the diverse community as seen in the Diversity & Inclusion Action Plan. The City will also continue to create and promote a productive working environment that sustains and supports a diverse workforce.

Following File has been uploaded:City of Mesa Diversity & Inclusion Action Plan.pdf

## **Section 6: Objectives and Steps**

### **1. Strengthen recruitment engagement and inclusion efforts.**

- a. On an ongoing basis, the City's Diversity Director will provide updates to the City Manager and the Human Relations Advisory Board to review and make recommendations on policies and practices related to diversity issues to promote citywide diversity efforts.
- b. Enhance equity, inclusion, and diversity-related communications and marketing, including on the City of Mesa job opportunities webpage and recruitment efforts.

### **2. Review and update essential functions, qualifications, and duties of the City's job description in order to maintain accuracy.**

- a. On an ongoing basis, Human Resources Analysts in partnership with appropriate departments/divisions will review and update job descriptions before recruitments and during job studies.

### **3. Target Women and Minorities in Recruitment Efforts**

- a. Identify any barriers in recruitment and hiring practices that might deter women and minorities from applying for positions at the City of Mesa.
- b. Advertising for employment opportunities:  
City of Mesa job opportunities page @Mesaaz.gov  
City of Mesa jobs listserve- Send weekly job postings through the City's jobs listserve to the diverse recruiting advertising resources compiled and updated by Human Resources.

Human Resource Analysts will continue to provide awareness for Hiring supervisors of diverse advertising sources so that a plan/strategy is developed to optimize attracting a more diverse pool of applicants for each job opportunity.

c. Efforts to attend recruiting booths at Community Events and Job Fairs as available. Some examples include: MLK Celebration, Hispanic Women's Conference, Women Leading Government Conference, National Forum for Black Public Administrators Events, Local Government Hispanic Network Events, Mesa-based diversity Job fairs, Phoenix-based diversity job fairs, Military Career Fairs, and numerous Higher Education Career Fairs.

d. Provide recruitment information to targeted professional development minority groups such as National Forum for Black Public Administrators, Local Government Hispanic Network, Mesa Association of Hispanic Citizens, Hispanic Chamber of Commerce, trade-specific organizations, etc. to enhance outreach efforts to women and minorities.

#### **4. Expand and continue to provide department based and City community outreach programs.**

a. Continue to provide department-based City community outreach programs and explore developing additional programs that work with potential future employees and foster long-term relationships. Some current programs include My 2.0 Professional Development Program, Aspire Academy (Police and Fire), Women Mentorship Program, Women Leadership Program, special assignment opportunities, etc.

### **Section 7: Dissemination Strategy: Internal**

1. The EEOP Utilization Report will be made available for viewing and downloading on the City of Mesa Intranet and Internet website.
2. Upon request, HR will provide the EEOP Utilization Report for those who do not have access to the Intranet or Internet.
3. Notify current employees by email that the EEOP Utilization Report is available for viewing or downloading on the City's Intranet and Internet websites.

### **Section 7: Dissemination Strategy: External**

1. A copy of the EEOP Utilization Report will be made available for public viewing and downloading on the City of Mesa Jobs Internet website.
2. A copy of the EEOP Utilization Report will be made available on the City's external Purchasing webpage for public viewing and downloading by contractors and vendors.
3. A copy of the data provided in the EEOP Utilization Report will be made available for public viewing and downloading on the City of Mesa Data Portal website.
4. Upon request, HR will provide the EEOP Utilization Report for those who do not have access to the Internet.
5. Continue to include a diversity statement as a standard part of all job announcements and recruiting advertising.

**Utilization Analysis Chart**  
**Relevant Labor Market: Maricopa County**  
**, Arizona**

| Job Categories                        | Male        |                    |                           |                                  |           |                                           |                         | Female      |                    |                           |                                  |           |                                           |                         |
|---------------------------------------|-------------|--------------------|---------------------------|----------------------------------|-----------|-------------------------------------------|-------------------------|-------------|--------------------|---------------------------|----------------------------------|-----------|-------------------------------------------|-------------------------|
|                                       | White       | Hispanic or Latino | Black or African American | American Indian or Alaska Native | Asian     | Native Hawaiian or Other Pacific Islander | Two or More Races/Other | White       | Hispanic or Latino | Black or African American | American Indian or Alaska Native | Asian     | Native Hawaiian or Other Pacific Islander | Two or More Races/Other |
| <b>Officials/Administrators</b>       |             |                    |                           |                                  |           |                                           |                         |             |                    |                           |                                  |           |                                           |                         |
| Workforce #/%                         | 75/48%      | 9/6%               | 6/4%                      | 1/1%                             | 4/3%      | 0/0%                                      | 1/1%                    | 51/33%      | 6/4%               | 2/1%                      | 0/0%                             | 0/0%      | 0/0%                                      | 0/0%                    |
| CLS #/%                               | 123,065/43% | 26,710/9%          | 6,035/2%                  | 1,085/0%                         | 7,495/3%  | 235/0%                                    | 2,910/1%                | 83,665/29%  | 22,260/8%          | 6,080/2%                  | 1,290/0%                         | 5,125/2%  | 205/0%                                    | 2,650/1%                |
| Utilization #/%                       | 6%          | -3%                | 2%                        | 0%                               | -0%       | -0%                                       | -0%                     | 4%          | -4%                | -1%                       | -0%                              | -2%       | -0%                                       | -1%                     |
| <b>Professionals</b>                  |             |                    |                           |                                  |           |                                           |                         |             |                    |                           |                                  |           |                                           |                         |
| Workforce #/%                         | 331/41%     | 66/8%              | 9/1%                      | 2/0%                             | 11/1%     | 0/0%                                      | 7/1%                    | 268/33%     | 73/9%              | 16/2%                     | 5/1%                             | 14/2%     | 2/0%                                      | 7/1%                    |
| CLS #/%                               | 129,890/33% | 22,585/6%          | 7,500/2%                  | 1,335/0%                         | 18,645/5% | 115/0%                                    | 4,350/1%                | 147,695/38% | 31,670/8%          | 8,905/2%                  | 2,345/1%                         | 14,105/4% | 255/0%                                    | 4,215/1%                |
| Utilization #/%                       | 8%          | 2%                 | -1%                       | -0%                              | -3%       | -0%                                       | -0%                     | -4%         | 1%                 | -0%                       | 0%                               | -2%       | 0%                                        | -0%                     |
| <b>Technicians</b>                    |             |                    |                           |                                  |           |                                           |                         |             |                    |                           |                                  |           |                                           |                         |
| Workforce #/%                         | 222/53%     | 66/16%             | 9/2%                      | 0/0%                             | 9/2%      | 0/0%                                      | 2/0%                    | 70/17%      | 25/6%              | 1/0%                      | 3/1%                             | 8/2%      | 0/0%                                      | 1/0%                    |
| CLS #/%                               | 37,520/28%  | 22,760/17%         | 3,820/3%                  | 1,505/1%                         | 3,855/3%  | 205/0%                                    | 1,130/1%                | 33,035/25%  | 20,015/15%         | 3,420/3%                  | 1,820/1%                         | 3,410/3%  | 210/0%                                    | 925/1%                  |
| Utilization #/%                       | 25%         | -1%                | -1%                       | -1%                              | -1%       | -0%                                       | -0%                     | -8%         | -9%                | -2%                       | -1%                              | -1%       | -0%                                       | -0%                     |
| <b>Protective Services:</b>           |             |                    |                           |                                  |           |                                           |                         |             |                    |                           |                                  |           |                                           |                         |
| <b>Sworn</b>                          |             |                    |                           |                                  |           |                                           |                         |             |                    |                           |                                  |           |                                           |                         |
| Workforce #/%                         | 754/68%     | 148/13%            | 29/3%                     | 8/1%                             | 27/2%     | 3/0%                                      | 21/2%                   | 93/8%       | 19/2%              | 4/0%                      | 5/0%                             | 3/0%      | 0/0%                                      | 3/0%                    |
| CLS #/%                               | 19,090/49%  | 6,960/18%          | 3,090/8%                  | 465/1%                           | 390/1%    | 75/0%                                     | 570/1%                  | 4,600/12%   | 2,630/7%           | 710/2%                    | 320/1%                           | 85/0%     | 0/0%                                      | 65/0%                   |
| Utilization #/%                       | 19%         | -5%                | -5%                       | -0%                              | 1%        | 0%                                        | 0%                      | -3%         | -5%                | -1%                       | -0%                              | 0%        | 0%                                        | 0%                      |
| <b>Protective Services: Non-sworn</b> |             |                    |                           |                                  |           |                                           |                         |             |                    |                           |                                  |           |                                           |                         |
| Workforce #/%                         | 85/45%      | 31/16%             | 7/4%                      | 0/0%                             | 1/1%      | 1/1%                                      | 2/1%                    | 50/27%      | 6/3%               | 2/1%                      | 0/0%                             | 0/0%      | 0/0%                                      | 3/2%                    |
| CLS #/%                               | 640/26%     | 445/18%            | 155/6%                    | 35/1%                            | 0/0%      | 0/0%                                      | 15/1%                   | 755/31%     | 295/12%            | 20/1%                     | 0/0%                             | 40/2%     | 15/1%                                     | 25/1%                   |
| Utilization #/%                       | 19%         | -2%                | -3%                       | -1%                              | 1%        | 1%                                        | 0%                      | -4%         | -9%                | 0%                        | 0%                               | -2%       | -1%                                       | 1%                      |
| <b>Administrative Support</b>         |             |                    |                           |                                  |           |                                           |                         |             |                    |                           |                                  |           |                                           |                         |
| Workforce #/%                         | 60/8%       | 25/3%              | 6/1%                      | 0/0%                             | 2/0%      | 0/0%                                      | 0/0%                    | 401/55%     | 170/23%            | 22/3%                     | 10/1%                            | 15/2%     | 3/0%                                      | 14/2%                   |

| Job Categories             | Male        |                    |                           |                                  |          |                                           |                         | Female      |                    |                           |                                  |          |                                           |                         |
|----------------------------|-------------|--------------------|---------------------------|----------------------------------|----------|-------------------------------------------|-------------------------|-------------|--------------------|---------------------------|----------------------------------|----------|-------------------------------------------|-------------------------|
|                            | White       | Hispanic or Latino | Black or African American | American Indian or Alaska Native | Asian    | Native Hawaiian or Other Pacific Islander | Two or More Races/Other | White       | Hispanic or Latino | Black or African American | American Indian or Alaska Native | Asian    | Native Hawaiian or Other Pacific Islander | Two or More Races/Other |
| CLS #/%                    | 128,335/25% | 51,865/10%         | 11,840/2%                 | 1,895/0%                         | 6,885/1% | 725/0%                                    | 4,530/1%                | 186,190/36% | 86,105/17%         | 19,290/4%                 | 5,740/1%                         | 8,505/2% | 730/0%                                    | 7,365/1%                |
| Utilization #/%            | -16%        | -7%                | -1%                       | -0%                              | -1%      | -0%                                       | -1%                     | 19%         | 7%                 | -1%                       | 0%                               | 0%       | 0%                                        | 1%                      |
| <b>Skilled Craft</b>       |             |                    |                           |                                  |          |                                           |                         |             |                    |                           |                                  |          |                                           |                         |
| Workforce #/%              | 238/65%     | 88/24%             | 13/4%                     | 5/1%                             | 5/1%     | 1/0%                                      | 4/1%                    | 9/2%        | 1/0%               | 1/0%                      | 0/0%                             | 0/0%     | 0/0%                                      | 1/0%                    |
| CLS #/%                    | 66,950/44%  | 63,900/42%         | 3,965/3%                  | 2,390/2%                         | 1,450/1% | 235/0%                                    | 1,660/1%                | 4,230/3%    | 5,035/3%           | 455/0%                    | 295/0%                           | 650/0%   | 30/0%                                     | 405/0%                  |
| Utilization #/%            | 21%         | -18%               | 1%                        | -0%                              | 0%       | 0%                                        | -0%                     | -0%         | -3%                | -0%                       | -0%                              | -0%      | -0%                                       | 0%                      |
| <b>Service/Maintenance</b> |             |                    |                           |                                  |          |                                           |                         |             |                    |                           |                                  |          |                                           |                         |
| Workforce #/%              | 422/35%     | 163/14%            | 20/2%                     | 5/0%                             | 10/1%    | 2/0%                                      | 28/2%                   | 415/35%     | 73/6%              | 13/1%                     | 8/1%                             | 6/0%     | 2/0%                                      | 35/3%                   |
| CLS #/%                    | 116,305/24% | 131,360/27%        | 18,230/4%                 | 6,195/1%                         | 6,660/1% | 785/0%                                    | 5,035/1%                | 87,040/18%  | 83,135/17%         | 11,040/2%                 | 4,410/1%                         | 9,180/2% | 425/0%                                    | 4,115/1%                |
| Utilization #/%            | 11%         | -14%               | -2%                       | -1%                              | -1%      | 0%                                        | 1%                      | 17%         | -11%               | -1%                       | -0%                              | -1%      | 0%                                        | 2%                      |



### Significant Underutilization Chart

| Job Categories                        | Male  |                    |                           |                                  |       |                                           |                         | Female |                    |                           |                                  |       |                                           |                         |
|---------------------------------------|-------|--------------------|---------------------------|----------------------------------|-------|-------------------------------------------|-------------------------|--------|--------------------|---------------------------|----------------------------------|-------|-------------------------------------------|-------------------------|
|                                       | White | Hispanic or Latino | Black or African American | American Indian or Alaska Native | Asian | Native Hawaiian or Other Pacific Islander | Two or More Races/Other | White  | Hispanic or Latino | Black or African American | American Indian or Alaska Native | Asian | Native Hawaiian or Other Pacific Islander | Two or More Races/Other |
| <b>Officials/Administrators</b>       |       |                    |                           |                                  |       |                                           |                         |        | ✓                  |                           |                                  |       |                                           |                         |
| <b>Professionals</b>                  |       |                    |                           |                                  | ✓     |                                           |                         | ✓      |                    |                           |                                  | ✓     |                                           |                         |
| <b>Technicians</b>                    |       |                    |                           | ✓                                |       |                                           |                         | ✓      | ✓                  | ✓                         |                                  |       |                                           |                         |
| <b>Protective Services: Sworn</b>     |       | ✓                  | ✓                         |                                  |       |                                           |                         | ✓      | ✓                  | ✓                         |                                  |       |                                           |                         |
| <b>Protective Services: Non-sworn</b> |       |                    |                           |                                  |       |                                           |                         |        | ✓                  |                           |                                  |       |                                           |                         |
| <b>Administrative Support</b>         | ✓     | ✓                  | ✓                         |                                  | ✓     |                                           | ✓                       |        |                    |                           |                                  |       |                                           |                         |
| <b>Skilled Craft</b>                  |       | ✓                  |                           |                                  |       |                                           |                         |        | ✓                  |                           |                                  |       |                                           |                         |
| <b>Service/Maintenance</b>            |       | ✓                  | ✓                         | ✓                                |       |                                           |                         |        | ✓                  | ✓                         |                                  | ✓     |                                           |                         |

I understand the regulatory obligation under 28 C.F.R. ~ 42.301-.308 to collect and maintain extensive employment data by race, national origin, and sex, even though our organization may not use all of this data in completing the EEO Utilization Report.

I have reviewed the foregoing EEO Utilization Report and certify the accuracy of the reported workforce data and our organization's employment policies.

Certified As Final By: Andrea Alicoate

Director of Diversity & Engagement

04-11-2024

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[signature]

[title]

[date]



KATIE HOBBS Governor  
JEFFREY GLOVER Director

## ARIZONA DEPARTMENT OF PUBLIC SAFETY

2102 WEST ENCANTO BLVD. P.O. BOX 6638 PHOENIX, ARIZONA 85005-6638 (602) 223-2000

*"Courteous Vigilance"*

**U.S. Department of Justice  
Office of Justice Programs  
Office of the Chief Financial Officer**

**Certifications Regarding Lobbying; Debarment,  
Suspension and Other Responsibility Matters**

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. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance on Nonprocurement Debarment and Suspension," 28 CFR Part 83, "Government-wide Debarment and Suspension."

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.

**Certification Regarding Lobbying**

As required by 31 U.S.C. §1352, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 C.F.R. 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 sub-recipients shall certify and disclose accordingly.

### **Certification Regarding Debarment, Suspension and Other Responsibility Matters**

Pursuant to Executive Order 12549, Debarment and Suspension, implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a), and other requirements:

**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 a felony criminal violation under any Federal law, or been convicted 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, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (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.

**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. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department at [Ojpcompliance@usdoj.gov](mailto:Ojpcompliance@usdoj.gov);) unless such disclosure has already been made.

### **Federal Taxes**

**A.** If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at [Ojpcompliance@usdoj.gov](mailto:Ojpcompliance@usdoj.gov).

**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.

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

Subrecipient organization name: City of Mesa Police Department

Address: 130 N. Robson, Mesa, AZ 85201

\_\_\_\_\_  
Signature of Authorizing Official

\_\_\_\_\_  
Date

Scott Butler, City Manager  
Printed Name & Title of Authorizing Official

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                                                                                                                 |                                                                                                                                                                                                                                                           |                                                                                                                                                                                           |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>1. Type of Federal Action:</b><br><input type="checkbox"/> b a. contract<br>b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance                                                                                                                                                                                                                                                                                                                                                                                               |  | <b>2. Status of Federal Action:</b><br><input type="checkbox"/> a a. bid/offer/application<br>b. initial award<br>c. post-award |                                                                                                                                                                                                                                                           | <b>3. Report Type:</b><br><input type="checkbox"/> a a. initial filing<br>b. material change<br><b>For Material Change Only:</b><br>year _____ quarter _____<br>date of last report _____ |  |
| <b>4. Name and Address of Reporting Entity:</b><br><input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee<br>Tier _____, if known:<br><br>City of Mesa Police Department<br>PO Box 1466<br>Mesa, AZ 85211<br><br><b>Congressional District, if known:</b>                                                                                                                                                                                                                                                                                       |  |                                                                                                                                 | <b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b><br>Arizona Department of Public Safety<br>VOCA Administration - MD 1335<br>PO Box 6638<br>Phoenix, AZ 85005-6638<br><br><b>Congressional District, if known:</b> |                                                                                                                                                                                           |  |
| <b>6. Federal Department/Agency:</b><br><br>Office for Victims of Crime (OVC), U.S. Dept of Justice                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                 | <b>7. Federal Program Name/Description:</b><br><br>Victims of Crime Act Victim Assistance Grant Program<br><br>CFDA Number, if applicable: 16.575                                                                                                         |                                                                                                                                                                                           |  |
| <b>8. Federal Action Number, if known:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                                                                                                                 | <b>9. Award Amount, if known:</b><br><br>\$ 457,761                                                                                                                                                                                                       |                                                                                                                                                                                           |  |
| <b>10. a. Name and Address of Lobbying Registrant</b><br>(if individual, last name, first name, MI):<br><br>Thorn Run Partners<br>Lobbyist: Pamela Welsh<br>100 M Street, SE - Ste 750<br>Washington, DC 20003                                                                                                                                                                                                                                                                                                                                                         |  |                                                                                                                                 | <b>b. Individuals Performing Services</b> (including address if different from No. 10a)<br>(last name, first name, MI):<br><br>Welsh, Pamela                                                                                                              |                                                                                                                                                                                           |  |
| <b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information 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. |  |                                                                                                                                 | Signature: _____ <input type="checkbox"/> Not Applicable<br>Print Name: Scott Butler<br>Title: City Manager<br>Telephone No.: 480-644-2964 Date: _____                                                                                                    |                                                                                                                                                                                           |  |
| <b>Federal Use Only:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                                                                                                                                 |                                                                                                                                                                                                                                                           | Authorized for Local Reproduction<br>Standard Form LLL (Rev. 7-97)                                                                                                                        |  |





KATIE HOBBS    JEFFREY GLOVER  
Governor      Director

## ARIZONA DEPARTMENT OF PUBLIC SAFETY

2102 WEST ENCANTO BLVD. P.O. BOX 6638    PHOENIX, ARIZONA 85005-6638    (602) 223-2000

*“Courteous Vigilance”*

### Complying with Federal Civil Rights Program Requirements

#### Ensuring Access to Federally Assisted Programs

Federal laws prohibit recipients (and subrecipients) of federal financial assistance from discrimination on the basis of race, color, national origin, religion, sex, or disability in funded program or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

#### Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, 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). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please refer to <http://www.lep.gov>.

#### Ensuring Equal Treatment of Faith-Based Organizations and Safeguarding Constitutional Protections Related to Religion

The United States Department of Justice (DOJ) regulation below has been modified and now applies not just to faith-based organizations but includes **all** VOCA subrecipients.

The DOJ regulation, Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38, prohibits **all recipient organizations**, whether they are law enforcement agencies, governmental agencies, educational institutions, houses of worship, or faith-based organizations, from using financial assistance from the DOJ to fund explicitly religious activities. Explicitly religious activities include worship, religious instruction, or proselytization. While funded organizations may engage in non-funded explicitly religious activities (e.g., prayer), they must hold them separately from the activities funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Funded faith-based organizations must also provide written notice to beneficiaries, advising them that if they should object to the religious character of the funded faith-based organization, the funded faith-based organization will take reasonable steps to refer the beneficiary to an alternative service provider. For more information on the regulation, please see the DOJ, Office of Justice Programs, Office for Civil Rights' (OCR) website at <https://ojp.gov/about/ocr/partnerships.htm>.

Faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain

prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

### **Nondiscrimination Notification**

DPS VOCA subrecipient agencies must have a method of notifying employees, clients, customers, or program participants that the subrecipient agency does not discriminate in employment practices or delivery of services and must have a written policy that includes the procedures for filing a complaint, and the names and contact information for the agencies that receive complaints.

### **Discrimination Complaints**

Employees, clients, customers, or program participants of a DPS VOCA subrecipient who wish to file a complaint of discrimination, may file a complaint directly with the subrecipient; or with the Arizona Department of Public Safety VOCA Administration Unit ([VOCACivilRights@azdps.gov](mailto:VOCACivilRights@azdps.gov)); the Arizona Office of the Attorney General, Office for Civil Rights (<https://www.azag.gov/civil-rights>); or the Office for Civil Rights (OCR), Office of Justice Programs, Department of Justice (<https://www.ojp.gov/program/civil-rights-office/filing-civil-rights-complaint>).

### **Submitting Findings of Discrimination**

If in the three years prior to the date of the grant award, a federal or state court or administrative agency makes an adverse finding of discrimination after a due process hearing against the subrecipient agency on the grounds of race, color, national origin, religion, sex, or disability, the subrecipient shall forward a copy of the finding to the Department of Justice, Office of Justice Programs, Office for Civil Rights and DPS VOCA.

I, Scott Butler (printed name of authorizing official), certify that City of Mesa (name of subrecipient organization) will comply with the Federal Civil Rights Program requirements as outlined above.

\_\_\_\_\_  
Signature of Authorizing Official

\_\_\_\_\_  
Date

Scott Butler, City Manager

Printed Name and Title of Authorizing Official



KATIE HOBBS Governor  
JEFFREY GLOVER Director

## ARIZONA DEPARTMENT OF PUBLIC SAFETY

2102 WEST ENCANTO BLVD. P.O. BOX 6638 PHOENIX, ARIZONA 85005-6638 (602) 223-2000

*"Courteous Vigilance"*

### Certification regarding Non-Supplanting

As outlined in the U.S. Department of Justice, Office of Justice Programs, Grants Financial Guide, Federal funds must be used to **supplement** existing State and local funds for program activities and must **not supplant** those funds that have been appropriated for the same purpose.

Furthermore, supplanting is defined as "to deliberately reduce State or local funds because of the existence of Federal funds. For example, when State funds are appropriated for a stated purpose and Federal funds are awarded for that same purpose, the State replaces its State funds with Federal funds, thereby reducing the total amount available for the stated purpose."

The following example is provided in the Grants Financial Guide to help clarify the difference between supplementing and supplanting:

**Supplementing:** State funds are appropriated to hire 50 new police officers, and Federal funds are awarded to hire 60 new police officers. At the end of the year, the State has hired 50 new officers with State funds and 60 new police officers with Federal funds. Under this scenario, there is no supplanting violation because the State used the Federal funds to supplement (rather than to supplant) the hiring of the new police officers.

**Supplanting:** State funds are appropriated to hire 50 new police officers, and Federal funds are awarded to hire 60 new police officers. At the end of the year, the State has hired 60 new police officers with Federal funds and none with State funds. Under this scenario, it may be considered a supplanting violation because the State used the Federal funds to supplant (rather than to supplement) the hiring of new police officers.

As a subrecipient of Victims of Crime Act (VOCA) Assistance funds, each agency shall certify its understanding of and adherence to the prohibition against supplanting of State or local funds with Federal funds.

I certify that The City of Mesa (name of subrecipient organization) will comply with the prohibition against supplanting as outlined above.

\_\_\_\_\_  
Signature of Authorizing Official

\_\_\_\_\_  
Date

**Scott Butler, City Manager**

\_\_\_\_\_  
Printed Name and Title of Authorizing Official



KATIE HOBBS  
Governor

JEFFREY GLOVER  
Director

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### Financial Management and System of Internal Controls

#### Background

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

- (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.
- (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.
- (3) Records that identify adequately the source and application of funds for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest, and be supported by source documentation.
- (4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- (5) Comparison of expenditures with budget amounts for each Federal award.
- (6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.
- (7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.
- (8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.

### Agency Information

1. Name of Organization and Address:

Organization Name:   
Street 1:   
Street 2:   
City:  State:  Zip Code:

2. Authorized Representative's Name and Title:

Prefix:  First Name:  Middle Name:   
Last Name:  Suffix:   
Title:

3. Phone:  4. Fax:

5. Email:  6. Year Established:

7. Employer Identification Number (EIN):

8. Unique Entity Identifier (UEI) Number:

9. a) Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)?

☐ Yes

☒ No

If "No" skip to Question 10.

If "Yes", complete Questions 9. b) and 9. c).

9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?

☐ Yes

☐ No

9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)?

☐ Yes

☐ No

If "Yes", refer to "Additional Attachments" under "What An Application Should Include" in the OJP solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide -- as an attachment to its application -- a disclosure that satisfies the minimum requirements as described by OJP.

### Audit Information

For purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

10. Has the applicant entity undergone any of the following types of audit(s)? (Please check all that apply):

- ☒ "Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200
- ☒ Financial Statement Audit
- ☐ Defense Contract Agency Audit (DCAA)
- ☐ Other Audit & Agency (list type of audit):
- ☐ None (if none, skip to Question 13)

11. Most Recent Audit Report Issued:

- ☒ Within the last 12 months
- ☐ Within the last 2 years
- ☐ Over 2 years ago
- ☐ N/A

Name of Audit Agency/Firm: CliftonLarsenAllen LLP

12. On the most recent audit, what was the auditor's opinion?

- ☒ Unqualified Opinion
- ☐ Qualified Opinion
- ☐ Disclaimer, Going Concern or Adverse Opinions
- ☐ N/A: No audits as described above

Enter the number of findings (if none, enter "0"): 0

Enter the dollar amount of questioned costs (if none, enter "\$0"): 0

Were material weaknesses noted in the report? ☐ Yes ☒ No

### Accounting System Standards

13. Which of the following best describes the applicant entity's accounting system:

- ☐ Manual
- ☒ Automated
- ☐ Combination of manual and automated

14. Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?

☒ Yes ☐ No ☐ Not sure

15. Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?

☒ Yes ☐ No ☐ Not sure

16. Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?

☒ Yes ☐ No ☐ Not sure

17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate



charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?

☒ Yes

☐ No

☐ Not sure

18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?

☒ Yes

☐ No

☐ Not sure

19. Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R Part 200?

☒ Yes

☐ No

☐ Not sure

### Property Standards and Procurement Standards

20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award fund (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?

☒ Yes

☐ No

☐ Not sure

21. Does the applicant entity maintain written policies and procedures for procurement transactions that – (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives; (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?

☒ Yes

☐ No

☐ Not sure

22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?

☒ Yes

☐ No

☐ Not sure

22. b) Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?

☒ Yes

☐ No

☐ Not sure

23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity/individual that is suspended/debarred from such contracts, including provisions for checking the "Excluded Parties List" system ([www.sam.gov](http://www.sam.gov)) for suspended/debarred sub-grantees and contractors, prior to award?

☒ Yes

☐ No

☐ Not sure

### Travel Policy

24. a) Does the applicant entity:

a) maintain a standard travel policy?

☒ Yes

☐ No

b) adhere to the Federal Travel Regulation (FTR)?

☒ Yes

☐ No



**Designation as High Risk by Other Federal Agencies**

25. Is the applicant entity designated as "high risk" by a federal grant-making agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant.)

☐ Yes

☒ No

☐ Not sure

If "Yes", provide the following:

- a) Name(s) of the federal awarding agency:
- b) Date(s) the agency notified the applicant entity of the "high risk" designation:
- c) Contact information for the "high risk" point of contact at the federal agency:
- Name:
- Phone:
- Email:
- d) Reason for "high risk" status, as set out by the federal agency:
- 

**CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY**

(Must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR"), or other official with the requisite knowledge and authority)

On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.

Signature:  Date:

Name:  Phone:

Title: ☐ Executive Director

☐ Chief Financial Officer

☐ Chairman

☒ Other:



KATIE HOBBS Governor  
JEFFREY GLOVER Director

## ARIZONA DEPARTMENT OF PUBLIC SAFETY

2102 WEST ENCANTO BLVD. P.O. BOX 6638 PHOENIX, ARIZONA 85005-6638 (602) 223-2000

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### Applicant Disclosure of High-Risk Status

The subrecipient must disclose whether it, currently or at any time during the course of the period of performance under this award, is designated “high risk” by a federal or state grant-making agency outside of the Arizona Department of Public Safety (DPS). For purposes of this disclosure, high risk includes any status under which a federal or state awarding agency provides additional oversight due to the subrecipient’s past performance, or other programmatic or financial concerns with the subrecipient. If the subrecipient is, currently or at any time during the course of the period of performance under this award, designated high risk by another federal or state awarding agency, the subrecipient must provide the following information:

- (1) The federal or state awarding agency that currently designates the subrecipient high risk.
- (2) The date the subrecipient was designated high risk.
- (3) The high-risk point of contact at that federal or state awarding agency (name, phone number, and email address)
- (4) The reasons for the high-risk status, as set out by the federal or state awarding agency.

DPS seeks this information to help ensure appropriate oversight of DPS awards. A subrecipient that is considered “high risk” by another federal awarding agency is not automatically disqualified from receiving an award. DPS may, however, impose additional oversight of the award.

*Complete the section below by responding as appropriate:*

I certify City of Mesa (name of subrecipient organization)



has not been notified as having been designated high-risk by any federal or state grant making agency, nor has it been placed under any status requiring additional oversight by a federal or state agency due to past programmatic or financial concerns.



has been notified as having been designated high-risk by a federal or state grant making agency, and the information to be provided as described in 1-4 above is attached to this disclosure.

\_\_\_\_\_  
Signature of Authorizing Official

\_\_\_\_\_  
Date

Scott Butler, City Manager

\_\_\_\_\_  
Printed Name and Title of Authorizing Official



KATIE HOBBS Governor  
JEFFREY GLOVER Director

## ARIZONA DEPARTMENT OF PUBLIC SAFETY

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### *“Courteous Vigilance”*

#### **Determination of Suitability Required, In Advance, For Certain Individuals Who May Interact with Participating Minors**

The Determination of Suitability General Condition of the Subgrant Award Agreement applies to this award if it is indicated in the application that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The subrecipient, subrecipient contractors, subcontractors and consultants providing services to minors must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual’s employment status.

This certified assurance requires that subrecipients prepare *determinations of suitability* to interact with minors in advance of any individual being permitted to interact with minors as part of the VOCA-funded program. The details of this requirement are summarized below and are posted on the Office of Justice Programs website at: <https://www.ojp.gov/funding/explore/interact-minors>.

1. *Advance determination regarding suitability.* The subrecipient may not permit any covered individual to interact with any participating minor in the course of activities under the award, unless the recipient or subrecipient first has made a written determination of the suitability of that individual to interact with participating minors, based on current and appropriate information as described in paragraphs 3.E., and taking into account the factors and considerations described in paragraph 4.

2. *Updates and reexaminations.*

- A. The subrecipient must, at least every five years, update the searches described in paragraph 3.E.1. and 2., reexamine the covered individual's suitability determination in light of those search results, and, if appropriate, modify or withdraw that determination.
- B. The subrecipient also must reexamine a covered individual's suitability determination upon learning of information that reasonably may suggest unsuitability and, if appropriate, modify or withdraw that determination.

3. *Definitions.*

- A. "Covered individual" means any individual (other than a participating minor, as defined in this condition, or a client of the subrecipient) who is expected, or reasonably likely, to interact with any participating minor (other than the individual's own minor children). A covered individual need not have any particular employment status or legal relationship with the subrecipient but also might be (for example) a consultant, contractor, employee of a contractor, trainee, volunteer, or teacher.
- B. "Participating minor" means all individuals under 18 years of age within the set of individuals described in the scope section of this condition as it appears on the subaward document(s).

- C. "Interaction" includes physical contact, oral and written communication, and the transmission of images and sound, and may be in person or by electronic (or similar) means. Interaction does not include (1) brief contact that is both unexpected by the subrecipient and unintentional on the part of the covered individual – such as might occur when a postal carrier delivers mail to an administrative office, and (2) personally-accompanied contact - that is, infrequent or occasional contact (for example, by someone who comes to make a presentation) in the presence of an accompanying adult, pursuant to written policies and procedures of the subrecipient that are designed to ensure that -- throughout the contact -- an appropriate adult who has been determined to be suitable pursuant to this condition will closely and personally accompany, and remain continuously within view and earshot of, the covered individual.
- D. "Activities under the award" Whether paid for with federal funds from the award, "matching" funds included in the budget for the subaward, or "program income" for the subaward (as defined by the (DOJ) Part 200 Uniform Requirements), activities under the award include both--(1) activities carried out under the award by the subrecipient; and (2) actions taken by an entity or individual pursuant to a procurement contract under the subaward or to a procurement contract under a subaward at any tier.
- E. "Current and appropriate information" means, in addition to information resulting from checks or screening required by applicable federal, state, tribal, or local law, and/or by the subrecipient's own written policies and procedures, current and appropriate information includes the results of all required searches listed below, each of which must be completed no earlier than six months before the determination regarding suitability.
- (1) Public sex offender and child abuse websites/registries. A search (by current name, and, if applicable, by previous name(s) or aliases), of the pertinent and reasonably-accessible federal, state, and (if applicable) local and tribal sex offender and child abuse websites/public registries, including—
- a) the Dru Sjodin National Sex Offender Public Website ([www.nsopw.gov](http://www.nsopw.gov));
  - b) the website/public registry for each state (and/or tribe, if applicable) in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and
  - c) the website/public registry for each state (and/or tribe, if applicable) in which the individual is expected to, or reasonably likely to, interact with a participating minor in the course of activities under the award.
- (2) Criminal history registries and similar repositories of criminal history records. For each individual at least 18 years of age who is a covered individual under the VOCA subaward, a fingerprint search (or, if the subrecipient documents that a fingerprint search is not legally available, a name-based search, using current and, if applicable, previous names and aliases) -- encompassing at least the time period beginning five calendar years preceding the date of the search request -- of pertinent state (and, if applicable, local and tribal) criminal history registries or similar repositories, including—
- (a) the criminal history registry for each state in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and

(b) the criminal history registry for each state in which he or she is expected to, or reasonably likely to, interact with a participating minor in the course of activities under the subaward.

4. *Factors and considerations in determinations regarding suitability.* In addition to the factors and considerations that must or may be considered under applicable federal, state, tribal, or local law, and under the subrecipient's written policies and procedures, in making a determination regarding suitability, the subrecipient must consider the current and appropriate information described in paragraph 3.E.

In particular (unless applicable law precludes it), with respect to either an initial determination of suitability or a subsequent reexamination, the subrecipient may not determine that a covered individual is suitable to interact with participating minors in the course of activities under the award if the covered individual—

- A. Withholds consent to a criminal history search required by this condition;
- B. Knowingly makes (or made) a false statement that affects, or is intended to affect, any search required by this condition;
- C. Is listed as a registered sex offender on the Dru Sjodin National Sex Offender Public Website;
- D. To the knowledge of the recipient (or subrecipient), has been convicted -- whether as a felony or misdemeanor -- under federal, state, tribal, or local law of any of the following crimes (or any substantially equivalent criminal offense, regardless of the specific words by which it may be identified in law):
  - (1) sexual or physical abuse, neglect, or endangerment of an individual under the age of 18 at the time of the offense;
  - (2) rape/sexual assault, including conspiracy to commit rape/sexual assault;
  - (3) sexual exploitation, such as through child pornography or sex trafficking;
  - (4) kidnapping;
  - (5) voyeurism; or
- E. Is determined by a federal, state, tribal, or local government agency not to be suitable.

5. *Administration; rule of construction.*

- A. The requirements of this condition will be monitored by DPS. These requirements apply as of the date of acceptance of the subaward, and throughout the remainder of the period of performance.
- B. The subrecipient is to contact DPS with any questions regarding the requirements of this condition and must not allow a covered individual to interact with a participating minor until such questions are answered.
- C. DPS may allow awarded funds to be used, in part, for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition, provided that such funds would not supplant non-federal funds that would otherwise be available for such costs.
- D. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, or any person or other entity, to violate any federal, state, tribal, or local law, including any applicable civil rights or nondiscrimination law.

6. *Written policies and procedures.* Subrecipients are required to prepare written policies and procedures pertaining to this certified assurance and provide those written policies and procedures to DPS. The procedures should identify the sources of information the subrecipient organization intends to use to support the determination of suitability to interact with minors (e.g. the National Sex Offender Registry).

7. *Advising Covered Individuals.* All employees, volunteers, contractors and consultants who are deemed to be a covered individual, should be properly advised of this certified assurance and the need for a determination of suitability by the subrecipient organization. This may require subrecipient organizations to develop a form to be completed by covered individuals that would ask certain questions necessary to aid the subrecipient in making the determination of suitability. At a minimum, the notice should request names and aliases used by the covered person in the immediate 5 years prior to the request, and all cities and states the covered individual has lived, worked or gone to school in the 5 years prior to the request.

8. *Determination of suitability to interact with participating minors form.* This form will be provided by DPS and must be submitted to DPS annually. The form must list all covered individuals deemed suitable to interact with participating minors and the date the covered individual(s) received the designation of suitability by the subrecipient organization. This determination must be made every five years for each covered individual. Those individuals deemed not suitable to provide services to minors should not be listed on the form and may not be permitted to interact with participating minors under the VOCA subaward.

I certify the application associated with the DPS Grant Agreement referenced below:

☐

does not include any activities that will benefit a set of individuals under 18 years of age and, therefore, is not subject to the Determination of Suitability General Condition.

☒

does include activities that will benefit a set of individuals under 18 years of age and the organization will comply with the Determination of Suitability to Interact with Participating Minors requirement as outlined above.

Subrecipient Agency Name: City of Mesa

DPS Grant Agreement No. 2025-219

Signature of Authorizing Official

Date

**Scott Butler, City Manager**

Title of Authorizing Official





KATIE HOBBS Governor  
JEFFREY GLOVER Director

## ARIZONA DEPARTMENT OF PUBLIC SAFETY

2102 WEST ENCANTO BLVD. P.O. BOX 6638 PHOENIX, ARIZONA 85005-6638 (602) 223-2000

*“Courteous Vigilance”*

### Determination of Suitability to Interact with Participating Minors in VOCA-Funded Project; List of Individuals

Subrecipient Agency Name: City of Mesa Police Department

DPS Grant Agreement No. 2025-219

Pursuant to the *Determination of Suitability Required, In Advance, For Certain Individuals Who May Interact with Participating Minors* certification, subrecipients must conduct criminal history record checks and public sex offender and child abuse websites/registries checks **every five years** for all VOCA-funded personnel, match personnel, volunteers, consultants, and contractors who interact with minors. All requirements for this certification can be found at <https://www.ojp.gov/funding/explore/interact-minors>.

Note: The Arizona Department of Public Safety is required to monitor compliance with this grant condition and will verify written determination(s) of suitability during monitoring events. See the [Determination of Suitability Guidance](#) and [Subrecipient Covered Individual Checklist](#) for more information (both are available in SAGE).

**Instructions:** If the purpose of some of or all the activities to be carried out under this subaward is to benefit a set of individuals under 18 years of age, complete the table below. If the purpose of this subaward is **not** to benefit a set of individuals under 18 years of age, this form is not required.

The individual(s) named below have been determined as suitable to interact with participating minors within the above referenced VOCA-funded project.

| Name of Individual(s) Deemed Suitable to Interact with Minors | Relationship to VOCA Project (employee, volunteer, contractor, etc.) | Date of Determination of Suitability (must be within 5 years) |
|---------------------------------------------------------------|----------------------------------------------------------------------|---------------------------------------------------------------|
| Karina Aragon                                                 | Employee                                                             | 9/18/25                                                       |
| Jennifer Bardzik                                              | Employee                                                             | 7/19/22                                                       |
| Brenda Lewis-Lopez                                            | Employee                                                             | 1/24/24                                                       |
| Lubna Tabassum                                                | Employee                                                             | 8/8/22                                                        |
| Sherry Shahid                                                 | Employee                                                             | 7/9/25                                                        |





## SUBGRANT AWARD REPORT - FEDERAL FISCAL YEAR 2026

Please read all instructions carefully and thoroughly, then complete this spreadsheet for each VOCA project.

The following information is collected as part of the Subgrant Award Report (SAR). The SAR is a requirement for State Administering Agencies (SAAs) that receive Victims of Crime Act of (VOCA) funding from the Office for Victims Crime (OVC) to deliver victim assistance services. OVC uses the SAR to collect subgrantee organization type, subgrantee service capacity, subaward amounts, and subgrantee service areas to respond to different types of data requests. SAAs use the SAR to share with OVC basic information on subgrantee recipients and the program activities that will be implemented with VOCA plus match funds.

AGENCY NAME: City of Mesa Police Department

VOCA APPLICATION ID: VOCA-2026-MESAPD-00061  
(I.e. 2026-VOCA-ABC-00123)

### STAFFING

- 1 Total number of paid staff for all subgrantee victimization program and/or services (including VOCA and match staff).

10

(whole number only)

Instructions: Report the total number of paid staff for your program, regardless of funding source.

You should include both VOCA-funded and non-VOCA funded positions:

- Count each staff person once. Both full-time and part-time staff should be counted as one staff member.
- Do not prorate based on a full-time equivalent (FTE).
- Only enter whole numbers.

Any staff member that supports a subgrantee victimization program and/or service counts as one position, regardless of the percentage of time they devote. If two staff members each spend 50 percent of their time on victimization programs, then the SAR would reflect two positions in Question 1.

- 2 Number of volunteer staff supporting the work of this VOCA award (plus match) for subgrantee's victimization program and/or services.

0

(whole number only)

Instructions: Report the number of volunteers supporting the work of this award with VOCA plus match funds.

- Count each volunteer once.
- Do not prorate.
- Only enter whole numbers.

- 3 Number of volunteer hours supporting the work of this VOCA award (plus match) for subgrantee's victimization program and/or services.

0

(whole number only)

Instructions: Report the total number of volunteer hours to be worked by all volunteers supporting the work of this VOCA award plus match. This should be a count of all volunteer hours that support the activities of your VOCA Assistance program, even if they are not used as match.

Example: You may have 100 volunteers who contribute time valued at \$10,000 to your VOCA Assistance program. However, you may only need to provide a match of \$8,000 for your project. Even though you don't need to count all of the volunteer hours as part of your match, it remains important to reflect all of the volunteer hours in this question. OVC wants to know the total count of hours worked by ALL volunteers who support your agency's Victim Assistance program.



KATIE HOBBS Governor  
JEFFREY GLOVER Director

# ARIZONA DEPARTMENT OF PUBLIC SAFETY

2102 WEST ENCANTO BLVD. P.O. BOX 6638 PHOENIX, ARIZONA 85005-6638 (602) 223-2000

*"Courteous Vigilance"*

## Victims of Crime Act (VOCA) Victim Assistance Grant Program

### Boycott of Israel Disclosure

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Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel."

Under A.R.S. §35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
  - (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
  - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
- ...
5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. See A.R.S. §35-393.03.

In compliance with A.R.S. §§35-393 *et seq.*, all subrecipients must select one of the following (**SELECT ONLY ONE**):

- ☒ A. The Subrecipient (Company) **does not** participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §§35-393 *et seq.* I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
- ☐ B. The Subrecipient (Company) **does** participate in a boycott of Israel as described in A.R.S. §§35-393 *et seq.*

☐ C. Exempt Contract or Subrecipient.

If selecting C (Except Contract or Subrecipient), indicate which of the following statements applies to this Contract:

☐ Contract has an estimated value of less than \$100,000;

☐ Subrecipient is a sole proprietorship;

☐ Subrecipient has fewer than ten (10) employees; and/or

☐ Subrecipient is a non-profit organization.

**Subrecipient Organization (Company):**

Name: City of Mesa Police Department

Address: 130 N Robson

City: Mesa State: AZ Zip Code: 85201

**Authorizing Official:**

Printed Name: Scott Butler

Title: City Manager

Signature: \_\_\_\_\_ Date: \_\_\_\_\_