State of Arizona
Office of the Attorney General
FY 2013 Victims' Rights Program (VRP)

AWARD AGREEMENT

A.G.#: 2013-004

RECIPIENT

Name:	Gila County - County Attorney's Office
Contact:	Liz Fetterman, Victim Witness Coordinator
Address:	Gila County Attorney's Office 155 South Broad Street Globe, AZ 85501
Award Amount:	$33,650
Purpose:	To support the direct costs of implementing victims' rights laws pursuant to those provisions of Arizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7 impacting Prosecutorial as an entity type.

Monies having been deposited and received by the Attorney General pursuant to Arizona Revised Statutes § 41-2401, § 8-418 and legislative appropriations, this AGREEMENT is made under the authority of the Attorney General pursuant to Arizona Revised Statutes § 41-191.08 -- *Victims' Rights Fund.*

This AGREEMENT is made this first day of July 2012, by and between the Arizona Attorney General, and the Gila County Attorney's Office, the "Contractor", to commence on July 1, 2012 and terminate June 30, 2013. The Attorney General, having been satisfied as to the qualifications of Contractor, agrees to pay Contractor the above shown AWARD subject to Contractor's agreement as follows:

I. The Contractor agrees:

A. Award funds will not be used to supplant state, local and federal funds that would otherwise be available to provide services to victims of crime as mandated by A.R.S. Title 13, Chapter 40 and Title 8, Chapter 3, Article 7.

B. Award funds will be used only for *allowable costs* that can be proven necessary and essential to effect the direct provision or performance of those statutorily mandated victims' rights duties *(services)*, as described in the *Program Guidelines - Section IV*, and as specified in Contractor's approved $33,650 award budget as follows:

Personnel:	$23,812	.71 Victim Services Secretary
Benefits:	$9,838	
Consulting:		
Operating:		
Equipment:		

C. To complete and submit, on or before August 9, 2013, an annual report to the Attorney General as prescribed in A.R.S. § 41-191.08(F).

D. To comply with FY 2013 Victims' Rights Program Guidelines, as well as the applicable provisions of A.R.S. Title 13, Chapter 40 and A.R.S. Title 8, Chapter 3, Article 7.

E. To allow (a) representative(s) of the Attorney General to make site visits as the Attorney General believes necessary to ensure Contractor compliance with this agreement and with State law.

F. To retain all records relating to the agreement, and performance under the agreement, for a period of five years after the completion of the project, and to allow inspection and audit of all such documents at reasonable times, pursuant to A.R.S. § 35-214.

G. To comply with all applicable nondiscrimination requirements of A.R.S. § 41-1463, Arizona State Executive Order 2009-09, and all other applicable state and federal civil rights laws.

H. In the event that a federal or state court or administrative agency, after a due process hearing, makes a finding of discrimination on the grounds of race, color, religion, national origin, sex, age, or handicap against the program, the Contractor will forward a copy of the findings to the Attorney General within ten calendar days of the written findings.

I. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants it compliance with AAC Section A.R.S. § 23-214, Subsection A.

J. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

K. To retain ownership interest in all equipment acquired with VRP funds (or in the proceeds resulting from the sale of such equipment) provided that: (1) the equipment purchase was not in violation of the VRP Award Agreement; and (2) the useful life of the equipment in question has not elapsed.

II. It is further agreed between the parties as follows:

A. To use arbitration in the event of disputes and to the extent required by A.R.S. § 12-1518.

B. Except as provided in paragraph C below, if the Attorney General finds that the Contractor has not complied with the requirements of this agreement, the Contractor will receive a notice which identifies the area(s) of non-compliance and the appropriate corrective action to be taken. If the Contractor does not respond within thirty calendar days to this notice, or does not provide sufficient information concerning the steps which are being taken to correct the problem, the Attorney General may terminate the contract and require the return of all funds which are found to have been spent in violation of this agreement.

C. The Attorney General may reduce or discontinue funding to the Contractor in subsequent fiscal years, at the Attorney General's discretion, for the Contractor's failure to complete and submit, on or before August 9, 2013, the report that is required pursuant to A.R.S. § 41-191.08(F) or for other reasons such as available funding. Every payment obligation of the Attorney General under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Attorney General at the end of the period for which funds are available. No liability shall accrue to the Attorney General in the event this provision is exercised, and the Attorney General shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

D. Any and all award funds not expended by June 30, 2013, will be returned to the Attorney General.

E. This agreement is subject to cancellation pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT on the day and year first above written.

FOR THE ATTORNEY GENERAL: _____ 7/12/12
John Stevens, Administrative Projects Manager — Date

FOR THE CONTRACTOR:

_____ _____ Tommie Cline Martin, Chair
Authorized Signature — Date — Printed Name and Title

ATTEST: **APPROVED AS TO FORM:**

_____ _____
Clerk of the Governing Board (*if applicable*) Date — Legal Counsel (*if applicable*) Date