# State of Arizona
# Constable Ethics, Standards & Training Board

January 22, 2015

Constable Colt White
Gila County Constables
108 W Main
Payson, AZ 85541

Dear Constable White:

Congratulations. Your recent application to the State of Arizona's Constable Ethics, Standards & Training Board for purchase of ballistic vests in the amount of **$2,853.84** has been approved for funding. In order to advance your project and receive funding, the requisite contract must be completed and executed by the authorized individual in your county.

Please find enclosed a copy of the Grant Award Contract for Grant No. **CNA15-431.** The contract must be completed and signed by the authorized individual in your county and returned to the Constable Ethics, Standards & Training Board at the above listed address. Upon receipt, funds will be encumbered for your project and, as called for in your approved proposal, funds will be released to advance your project.

Be sure to review all pages of the contract and ensure that all necessary information is returned. Incomplete contracts will further delay the release of funds for your project. Please make a copy for your records.

Again, congratulations on your funding award.

Sincerely,

Tracy Unmacht

Administrator

PO Box 13116. Phoenix, AZ 85002
Phone: (602) 343-6280 Fax: (602) 712-1252
cestb@azcapitolconsulting.com / https://cestb.az.gov

# CONSTABLE ETHICS, STANDARDS & TRAINING BOARD

## GRANT AWARD CONTRACT

## GRANT NO. CNA15-431

**Project Title:** Equipment Grant FY15 Cycle II

**Grant Award Amount:** $ 2,853.84

**This Agreement Shall Become Effective:** Upon the date it is executed by both parties.

**Termination Date:** (*THIS IS THE ESTIMATED PROJECT COMPLETION DATE*): June 30, 2015

### TERMS OF AGREEMENT

This Grant Award Contract is entered into by Gila County (**GRANTEE**), and the **ARIZONA CONSTABLE ETHICS, STANDARDS & TRAINING BOARD (DEPARTMENT)**, through its Chairman pursuant to authority granted to the Department by A.R.S. § 22-137 (B)(2) and (4) and A.R.S. § 22-138(B)(1) and in accordance with A.R.S. § 41-2701 *et seq*. The parties agree to fulfill the terms and conditions of this Grant Award Contract and to abide by all contractual and statutory regulations governing the expenditure of CESTB funds.

This Contract shall constitute the entire agreement between the parties, superseding any and all other oral or written understandings.

The parties hereto agree to carry out the Provisions of this Grant Award Contract.

| GRANTEE | DEPARTMENT |
|---|---|
| | |
| **Signature of Authorized Individual** **Date** | **Signature of Authorized Individual** **Date** |
| | W. Scott Tipton 1-21-15 |
| **Typed Name & Title (BELOW):** | **Typed Name & Title (BELOW):** |
| Michael A. Pastor<br>Chairman of the Board of Supervisors | Scott Tipton, Chairman |

## GENERAL PROVISIONS

**Definitions**

As used throughout this Contract, including the General Provisions and the Scope of Work, the following terms shall have the meaning set forth below:

1. "Chairman" means the agency head of the Constable Ethics, Standards & Training Board or a person duly authorized by the Chairman to act on the Chairman's behalf.
2. "Deliverables" means the reports, documentation, and other materials developed for submission to the Department by the Grantee in the course of the Grantee's performance under this Contract.
3. "Department" means the State of Arizona Constable Ethics, Standards & Training Board.
4. "Firearms Training" means AZPOST approved firearms training programs that advance compliance with statutorily mandated training and advancement of capacity to perform duties.
5. "Grantee" means the county, person, firms, or organization performing the work or delivering the items described in this contract.
6. "Grant Agreement" or "Contract" means this Equipment Grant Award Contract between the Department and Grantee.
7. "Grant Agreement Amendment" means a written document, signed by an authorized representative of both parties for the purpose of making changes to the Grant Agreement.
8. "Grant Application" means the application filed by the Grantee upon which this Contract was awarded.
9. "Project" means the total of all work to be performed by the Grantee as set forth in this Contract.
10. "Administrator" means the Constable Ethics, Standards & Training Board staff person delegated by the Director to administer this Contract.
11. "Records" means all books, accounts, reports, receipts, files and other records relating to this Contract.
12. "Scope of Work" means that part of this Contract that describes the work to be performed by the Grantee to accomplish the Project purpose. If the Scope of Work conflicts with the General Provisions, the terms of the Scope of Work shall govern.
13. "Shall" means what is mandatory.
14. "State" means the State of Arizona, including the Constable Ethics, Standards & Training Board.
15. "Task" means the specific provisions in the Scope of Work of this Contract that describe the nature and manner of the specific work to be performed and the Deliverables to be submitted to the Administrator by the Grantee.

**General Requirements**

1. This contract shall be governed by and constructed in accordance with the laws of the State of Arizona.
2. Gila County (Grantee) shall obtain and maintain all licenses, permits and authorizations necessary to perform its obligations under this contract; and responsible for compliance with all applicable local, state, and federal laws.

**Relationship of the Parties**

The parties agree that the grantee shall not be considered an employee, associate, partner, officer, joint venture, or agent of the Department or the State of Arizona as a result of this contract. The grantee is solely responsible for the planning, design, scope, and implementation of the project funded through this contract. Neither the department nor the State of Arizona is responsible for any liabilities resulting from the grantee's planning, design, scope of work, implementation or performance of the project funded through this contract.

**No Waiver**

Either party's failure to insist on strict performance of any term or condition of this contract shall not be deemed a waiver of that term or 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.

**Audit of Records**

Pursuant to A.R.S. § 35-214, Gila County (Grantee) shall retain and shall contractually require each subcontractor to retain all records relating to this contract for a period of five years after completion of the contract and until any litigation, claim, negotiation, audit, cost recovery, or action involving the records has been completed. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, the grantee shall produce the original of any or all such records.

**Indemnification**

The grantee shall indemnify, defend, save, and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees (hereinafter referred to as "indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and cost 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 the grantee or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered und the Workers' Compensation Law or arising out of the failure of the Grantee 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 the grantee from and against any and all claims. It is agreed that the grantee 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 grantee 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 grantee and the department. This indemnity shall not apply if the grantee or subcontractor(s) is/are an agency, board, commission, or university of the State of Arizona. The grantee shall indemnify and hold harmless the State of Arizona against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or used by the State of Arizona for materials furnished or work performed under this contract. The State of Arizona shall reasonably notify the grantee of any claim for which it may be liable under this paragraph.

## Resolution of Differences

1. Disputes arising during the performance of this contract will be resolved to the maximum extent possible through cooperation and coordination of the grantee and the department. If the grantee and the department are unable to resolve the differences or circumstances require an immediate decision, the department will refer the dispute to the director for resolution. Appeals to decisions made by the director may be taken in accordance with A.R.S. § 41-2704.
2. To the extent required by A.R.S. § 12-133 and § 12-1518, the department and grantee agree to use arbitration to resolve any disputes arising out of this contract, with each to bear its own attorneys' fees and costs.
3. Disputes arising out of this contract are subject to the jurisdiction of the Superior Court of the State of Arizona.

## Stop Work Notice

In the event of unapproved changes in the scope of work, performance or changes outside the scope of the contract, illegal or unpermitted activities, or other material discrepancies between the contract and the grantee's activities, the department reserves the right to issue notice to the grantee to stop work. The notice will further specify that the department will not approve resumption of performance or further payments until the issue or issues identified in the stop work notice have been resolved to the satisfaction of the department.

## Project Period

The department agrees to reimburse Gila County (Grantee) for work activities performed during the project period as described in this contract. The department is not required to reimburse grantee for any work activities initiated prior to execution of this contract or after the project period has elapsed. The department may extend the project period, if requested by the grantee by executing a contract amendment (see **Amendments**, on pg.6).

## Termination of Contract

1. Suspension or Debarment. The State of Arizona may, by written notice to the grantee, immediately terminate this grant agreement if the State determines that the grantee has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Execution of this contract shall attest that the grantee is not currently suspended or debarred. If the grantee becomes suspended or debarred, the grantee shall immediately notify the department.
2. Termination for Convenience. The department reserves the right to terminate this contract in whole or in part at any time, when in the best interests of the State of Arizona, without penalty or recourse. Upon receipt of written notice of termination, the grantee shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the department. In the event of termination under this paragraph, all documents, data and reports prepared by the grantee under this contract shall become the property of and be delivered to the department. The grantee shall be entitled to receive reimbursement for work completed and materials accepted before notification of termination. The department is under no obligation to continue reimbursement for any work activities undertaken after notification of termination.
3. Termination for Default. The department reserves the right to terminate this contract in whole or in part due to the failure of the grantee to comply with any term or condition of this contract or to acquire and maintain all required insurance policies, bonds, licenses and permits. The department shall provide written notice of the termination and the reasons for it to the grantee.
4. Non-Availability of Funds. Every payment obligation of the State under this contract 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 contract, this contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

5. Continuation of Work Activities After Termination. Termination of this contract does not prohibit the grantee from independently continuing work on the project, but any such independent continuation is solely the responsibility of the grantee.

## Conflict of Interest

Pursuant to A.R.S. § 38-511, the State may cancel this grant agreement within 3 years after grant agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the grant agreement on behalf of the State is or becomes at any time while the grant agreement or an extension of the grant agreement is in effect an employee of or a consultant to any other party to this grant agreement with respect to the subject matter of the grant agreement. The cancellation shall be effective when the grantee receives written notice of the cancellation unless the notice specifies a later time. If the grantee is a political subdivision of the State of Arizona, it may also cancel this grant agreement as provided in A.R.S. § 38-511.

### Non-Discrimination

The Grantee shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Grantee shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

## Payments

1. Use of Grant Funds. Awarded grant funds shall be used solely for eligible purposes as approved by the department. Line item funding is considered estimates of costs, however, the total project cost are considered exact and shall not be exceeded by the grantee unless otherwise amended.
2. Actual cost, reimbursement and advance. All payments made under this contract shall be by actual cost.
    a. Payments under the contract shall be by actual cost and reimbursement. The grantee is eligible for reimbursement of actual expenses incurred that are necessary to complete tasks as specified in the scope of work.
    b. The grantee may request advance payment of partial grant funds. The grantee shall submit written justification to the department explaining the need for a funding advance and detailed documentation justifying the amount of the advance requested. Funding advances will be subject to department approval. If advance payment is made, the grantee shall demonstrate that all advanced monies have been expended prior to requesting reimbursement for other allowable expenses. Additionally, grantee must reimburse the department any advances paid that were in excess of actual costs of implementing the grant project.
3. Each payment is conditioned upon receipt and approval by the department of the deliverable(s) specified in the scope of work and shall be accompanied by reasonable assurance (documentation, receipts, invoices, etc.) that the goods and services for which payment is requested were actually received and performed. The department has the right to disallow contributions determined inappropriate or unreasonable. The department shall have a minimum of thirty (30) working days to approve the deliverable(s) and payment request forms.
4. If the department determines that the grantee is in default in the performance of any obligation under this contract, the department may either adjust the amount of payment or withhold payment until satisfactory resolution of the default.
5. In order to receive payment under any resulting grant agreement, the grantee shall have a current IRS-W9 Form on file with the department.

**Recoupment of Payments**

The grantee shall reimburse the department for all grant funds determined by the department not to have been spent in accordance with the terms of this contract.

**Notices**

Whenever notice is required pursuant to this contract, such notice shall be in writing and shall be directed to the persons and addresses specified for such purpose in the scope of work, or to such other persons and addresses as either party may designate to the other party in writing. Unless otherwise set forth in this contract, notice shall be delivered in person or by certified mail, return receipt requested.

**Amendments**

The grant agreement shall be modified only through a grant agreement amendment by mutual written consent executed by the department and the grantee. Unauthorized changes to this grant agreement shall be void and without effect, and the grantee shall not be entitled to any claim under this grant agreement based on those changes.

**Subcontractors**

1. Subcontractors or consultants may be used in the performance of tasks described in the scope of work of this contract. The grantee shall not enter into any subcontract under this grant agreement without consideration for impact on the project. The grantee shall report any subcontract awards or changes as part of that calendar year's narrative report.
2. Any subcontractor or consultant participating in this contract shall comply with the terms and conditions of this contract, as set forth in the general provisions and scope of work.

**Assignments**

The grantee shall not assign any obligations under the general provisions of this contract to another party without prior written approval of the department.

**Severability**

The provisions of this grant agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the grant agreement.

**Incorporation of Grant Application**

The grantee's approved grant application is incorporated by reference as part of this contract; however, the terms of this contract shall take precedence over the terms of the approved grant application in the event of conflict or ambiguity.

**Equipment**

1. Equipment shall be the property of the grantee, and the grantee shall be responsible for maintenance and safekeeping of such equipment.
2. Equipment shall be used only for the purposes of this contract.
3. The grantee shall not execute a lease of equipment without the prior approval of the department.

**Ownership of Information**

1. Title to all documents, reports and other materials prepared by the grantee in performance of this grant agreement shall rest in the department, except for copyrighted material prepared in advance of this grant agreement by the grantee at the expense of the grantee. The department shall have full and complete rights to reproduce, duplicate, disclose, publish, advertise, perform and otherwise use all documents, reports and other materials prepared under

this grant agreement, except for copyrighted material. The grantee shall have full and complete rights to reproduce, duplicate, disclose, publish, advertise, perform and otherwise use all documents, reports and other materials prepared under this grant agreement.

2. The grantee shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of grant agreement performance or use by the State of materials furnished or work performed under this grant agreement. The State of Arizona shall reasonably notify the grantee of any claim for which it may be liable under this paragraph.

## Grantee's Representation and Warrants

All representations and warranties made by the grantee under this contract shall survive the expiration or termination of this contract. In addition, the parties acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Ch. 5. The grantee warrants, in accordance with Executive Order 2005-30, that it is in compliance with all federal immigration laws and regulations and agrees to require all subcontractors to execute a similar warranty. The parties agree that the breach of such warranty shall be deemed a material breach of this contract and that the State retains the fight to inspect the papers of any employee who works on the contract to ensure compliance with such warranty.

## Integration

This contract constitutes the entire agreement between the department and grantee pertaining to the subject matter herein and accurately sets forth their rights, duties and obligations. All prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

## Survivability Clause

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract which may require continued performance, compliance, or effect beyond the termination date of this contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the grantee.

## Third Party Anti-Trust Violations

The grantee assigns to the State any claims for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the grantee toward fulfillment of this contract.

## SCOPE OF WORK

**Effective Date:** This contract shall become effective upon the date it is executed by both parties.

**Term:** This contract shall terminate on **June 30th, 2015**.

**Notices, Correspondence, Reports and Payments:**
Notices, correspondences and payments on behalf of the department to the grantee shall be sent to:

- Grantee Name: Gila County
- Grantee Mailing Address: 1400 E. Ash
- Grantee City: Globe
- Grantee Zip Code: 85501
- Grantee Telephone Number: 928-425-3231
- Grantee Fax Number: 928-402-4343
- Grantee E-Mail Address: Jhessenius@gilacountyaz.gov

Notices, correspondence, data, analyses, inquires, invoices, technical reports and other information, including all deliverables from the grantee to the department shall be sent to:

- Constable Ethics Standards & Training Board
  PO Box 13116
  Phoenix, Arizona 85002
  Telephone: 602-343-6280
  Facsimile: 602-712-1252
  E-mail: cestb@azcapitolconsulting.com

**Deliverables**

1. Included with every reimbursement or payment request, the grantee shall submit to the department a budget report and a brief narrative report. A paper copy of the budget and narrative reports shall be mailed to the department. The reports shall include, but are not limited to, budget expenditures, in-kind expenditures, and a brief narrative of the project's progress, as applicable. Grantee must obtain department pre-approval before any funds are relocated within the original/approved budget in the grant application. The grantee is responsible for responding to any inquiries from the department.
2. The grantee shall identify the grant contract number and task number(s) completed in all reports submitted to the department.
3. On a quarterly basis, until the project is completed and the contract is terminated, the grantee shall submit to the department a budget report and narrative report. The reports shall include, but are not limited to, budget expenditures, in-kind expenditures and a narrative detailing how grant funds were used to achieve project objectives to date as outlined by the grantee in the grant application. **Reports must be sent to the department by the last day of each quarter following the execution of the contract.**
4. At the end of the project, a final budget and final narrative report must be submitted and approved by the department. The final narrative report shall include at a minimum: a summary of the project goals and objectives, project results or outcomes (including any data or photos), aspects of the project that worked well and things that did not work well, any public involvement and coordination, how the project has advanced the program goals, and how the project has benefited the State of Arizona. The department will not disburse final payment until the final report and all requirements of the grant agreement have been fulfilled. All remaining grant funds or outstanding grant funds must be reconciled.

5. The grantee shall include the following language in all reports prepared for this contract and in any publication of reports or results generated with the financial support of the Constable Ethics Standards & Training Board:
    a. "The Constable Ethics Standards & Training Board has funded all or a portion of this Project."
    b. "The views or findings presented are the Grantee's and do not necessarily represent those of the State, or the Constable Ethics Standards & Training Board."

# SCOPE OF WORK
## ADDENDUM A

The scope of work for this project is bound to the provisions of the approved grant application which is incorporated into this agreement as Addendum A. All project tasks and costs must coincide with the approved grant application.