



# Arizona Criminal Justice Commission

*Chairperson*  
RALPH OGDEN  
Yuma County Sheriff

*Vice-Chairperson*  
DANIEL HUGHES, Chief  
Surprise Police Department

JOHN R. ARMER  
Gila County Sheriff

JOSEPH ARPAIO  
Maricopa County Sheriff

DUANE BELCHER, Chairperson  
Board of Executive Clemency

DAVID K. BYERS, Director  
Administrative Office of the Courts

CLARENCE DUPNIK  
Pima County Sheriff

TERRY GODDARD  
Attorney General

ROBERT HUDDLESTON, Chief  
Casa Grande Police Department

BARBARA LAWALL  
Pima County Attorney

CHARLES RYAN, Acting Director  
Department of Corrections

DAVID SANDERS  
Pima County Chief Probation Officer

LINDA SCOTT  
Former Judge

DANIEL G. SHARP, Chief  
Oro Valley Police Department

GEORGE E. SILVA  
Santa Cruz County Attorney

CARL TAYLOR  
Coconino County Supervisor

ANDREW P. THOMAS  
Maricopa County Attorney

ROGER VANDERPOOL, Director  
Department of Public Safety

Mayor  
VACANT

---

*Executive Director*  
John A. Blackburn, Jr.

1110 West Washington, Suite 230  
Phoenix, Arizona 85007  
PHONE: (602) 364-1146  
FAX: (602) 364-1175  
[.azcjc.gov](http://azcjc.gov)

September 16, 2010

Prescott Valley Police Department  
7601 E. Civic Circle  
Prescott Valley, AZ. 86314  
Attn: Chief Jim Maxson

RE: Drug, Gang, and Violent Crime Control (DGVCC) FY 2010  
Cycle 23 Award #DC-10-051

Dear Jim Maxson:

On behalf of the Arizona Criminal Justice Commission, it is my pleasure to inform you that your application for grant funding under the Drug, Gang, and Violent Crime Control (DGVCC) Program FY 2010 Cycle 23 was approved.

We look forward to partnering with you to enhance drug, gang, and/or related violent crime control efforts. Please review the attached agreement and accompanying documentation as revisions or new requirements have been incorporated.

Progress and financial reports are required for this grant. Reporting schedule(s) may be found in paragraph 15 of agreement. The Financial Report form is also available from our website at:

[://www.azcjc.gov/ACJC.Web/pubs/byrne/FinancialRptgForm\\_082908.doc](http://www.azcjc.gov/ACJC.Web/pubs/byrne/FinancialRptgForm_082908.doc).

Please return the agreement with authorized signatures to the commission office within 90 days of the award or the agreement may be cancelled. See signature instructions.

Direct deposit of grant funds is available through the Automated Clearing House (ACH) vendor payments: [://www.gao.az.gov/Vendor/payment\\_options\\_home.asp](http://www.gao.az.gov/Vendor/payment_options_home.asp). Additional grant resources are available:

- [Reference Manual](#)
- [Hardware and Software Vendor Guidelines](#)

Please contact me or [Simpson](#) at 602-364-1146 for additional information, or if we may be of further assistance. Thank you.

Sincerely,

Tony Vidale  
Program Manager



ARIZONA CRIMINAL JUSTICE COMMISSION  
DRUG, GANG AND VIOLENT CRIME CONTROL  
GRANT AGREEMENT

ACJC Grant Number DC-10-051  
Catalog of Federal Domestic Assistance (CFDA) Number 16.803

This Grant Agreement is made this 1<sup>ST</sup> day of July 2010, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and CITY OF PRESCOTT VALLEY, through PRESCOTT VALLEY POLICE DEPARTMENT hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

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

1. This Agreement will commence on July 1, 2010 and terminate on June 30, 2011. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that further the goals and objectives of the program and shall determine the length of any extension.
2. The GRANTEE agrees that grant funds will be used to enhance drug, gang, and/or related violent crime control efforts to deter, investigate, prosecute, adjudicate, and treat drug, gang, and related violent crime offenders.
3. The COMMISSION will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the COMMISSION will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the COMMISSION finds non-compliance, the GRANTEE will receive a written notice which identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding or permanently terminate this Agreement or revoke the grant. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
4. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

Arizona Criminal Justice Commission  
1110 W. Washington Street, Suite 230  
Phoenix, Arizona 85007  
Attn: Program Manager

B. If to the GRANTEE:

Prescott Valley Police Department  
 7601 E. Civic Circle  
 Prescott Valley, AZ. 86314  
 Attn: Chief of Police Jim Maxson

5. For grant awards above \$100,000, the GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. If the GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or purchase equipment, written approval from the COMMISSION in advance is required.

For grant awards less than \$100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If the GRANTEE wishes to purchase equipment, written approval from the COMMISSION in advance is required.

| <b>APPROVED LINE ITEM PROGRAM BUDGET</b>  |                  |
|---|------------------|
| Personnel:  |                  |
| Salaries  | \$319,036        |
| Fringe Benefits (for salaries/overtime)   | \$152,385        |
| Overtime  | \$42,205         |
| Professional & Outside/Consultant & Contractual Services  | Not Approved     |
| Travel In-State   | Not Approved     |
| Travel Out-of-State   | Not Approved     |
| Confidential Funds  | Not Approved     |
| Operating Expenses:   |                  |
| Supplies  | Not Approved     |
| Registration/Training   | Not Approved     |
| Other   | Not Approved     |
| Equipment:  |                  |
| Capital   | Not Approved     |
| Non-Capital   | Not Approved     |
| <b>TOTAL</b>  | <b>\$513,626</b> |
| Equipment Type: None.   |                  |
| Other Operating Type: None.   |                  |
| Personnel Positions Funded: 1 FTE Detective Sergeant; 1 FTE Detective Sergeant; 1 FTE Secretary Senior; 1 FTE Detective YCSO; 1 FTE Detective Chino Valley P.D; 1 FTE Detective Camp Verde Marshalls Office |                  |

6. It is agreed and understood that the total to be paid by the COMMISSION under this Agreement shall not exceed \$513,626 in Federal American Recovery and Reinvestment Act (ARRA) funds awarded to the COMMISSION by the U.S. Department of Justice, Office of Justice Programs. If this grant has a matching requirement the GRANTEE understands that other federal grant funds cannot be used as a match for this grant.
7. The GRANTEE understands that financial reports are required for reimbursement of expenditures. The final request for reimbursement of grant funds must be received by the COMMISSION no later than 90 days after the last day of the award period.
8. Every payment obligation of the COMMISSION 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 COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. The GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. The GRANTEE also understands and agrees that DOJ and the GAO are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this Recovery Act award.
10. The GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of the GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.

11. The GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
12. For the purpose of this grant, a capital expenditure is \$5,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than \$5,000, the GRANTEE will use its own policy.
13. The GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEE policy. The GRANTEE agrees that funds will not be used for the construction of new facilities.
14. The GRANTEE agrees that all personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award related activities. The GRANTEE further agrees to keep time and attendance sheets signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant funded employees.
15. The GRANTEE agrees that it will submit financial and activity reports to the COMMISSION on forms/format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities including the documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received.

ARRA Performance Measures are to be submitted according to the following schedule:

| <b>Report Period:</b>    | <b>Due Date:</b> |
|--------------------------|------------------|
| July 1 to September 30   | October 5        |
| October 1 to December 31 | January 5        |
| January 1 to March 31    | April 5          |
| April 1 to June 30       | July 5           |

Financial reports are to be submitted according to the following schedule:

| <b>Report Period:</b>       | <b>Due Date:</b> | <b>Report Period:</b>     | <b>Due Date:</b> |
|-----------------------------|------------------|---------------------------|------------------|
| July 1 to July 31           | August 15        | January 1 to January 31   | February 15      |
| August 1 to August 31       | September 15     | February 1 to February 29 | March 15         |
| September 1 to September 30 | October 15       | March 1 to March 31       | April 15         |
| October 1 to October 31     | November 15      | April 1 to April 30       | May 15           |
| November 1 to November 30   | December 15      | May 1 to May 31           | June 15          |
| December 1 to December 31   | January 15       | June 1 to June 30         | July 15          |

Activity reports are to be submitted according to the following schedule:

| <b>Report Period:</b>    | <b>Due Date:</b> |
|--------------------------|------------------|
| July 1 to September 30   | October 15       |
| October 1 to December 31 | January 15       |
| January 1 to March 31    | April 15         |
| April 1 to June 30       | July 15          |

More frequent reports may be required for GRANTEES who are considered high risk.

16. All goods and services must be received or have reasonable expectations thereof and placed in service by the GRANTEE by the expiration of this award.
17. All goods and services must be paid by the GRANTEE within 60 days of the expiration of this award.
18. The GRANTEE agrees to obtain COMMISSION approval for all sole-source procurements in excess of \$100,000.
19. The GRANTEE agrees to obtain COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$450 per day.
20. The GRANTEE agrees to utilize the *Computer Hardware and Software Vendor Guidelines* distributed by the COMMISSION when purchasing hardware and software with grant funds.
21. The GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
22. No funds shall be used to supplant Federal, State, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of State or local funds because of the existence of any grant funds.
23. The GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.
24. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1518 et seq. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
25. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the COMMISSION.
26. The GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the

COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.

27. Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency this paragraph does not apply.
28. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s), if any to 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 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 GRANTEE'S contractor or any of its owners, officers, directors, agents, or employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Worker's 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 negligence 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 grant, 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. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
29. If the GRANTEE is a governmental political subdivision, the GRANTEE agrees to utilize the *Data Dictionary*, approved and distributed by the COMMISSION, as the data entry standard for information systems when improving or updating an existing Information System. The GRANTEE agrees to utilize the *Data Dictionary* as the data entry standard in any new system or when an existing Information System is replaced. Currently not available on-line. Call for copy, we will email.
30. If the GRANTEE is a governmental political subdivision, the GRANTEE agrees to utilize the National Information Exchange Model/Global Justice XML Data Model (NIEM/GJXDM) an object oriented data model that specifies a representation structure for the Global Justice XML Data Dictionary (GJXDD), approved by the COMMISSION as the standard for information sharing when improving, updating, or replacing an existing Information System.  
**Link:** *OJP IT GJXDM* ://[www.it.ojp.gov](http://www.it.ojp.gov)

If the GRANTEE is a governmental political subdivision, the GRANTEE should integrate their information sharing systems with other information sharing systems and networks within the state using existing networks as the backbone to achieve interstate connectivity. Unless the GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be costs effective or would impair the functionality of an existing or proposed information sharing system.

31. If the GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical share criminal justice information with other authorized criminal justice agencies. The

process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

32. If the GRANTEE is a state agency and the award is for technology development projects, for more than \$25,000 the GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Government Information Technology Agency (GITA), with a copy to the COMMISSION. Additionally, the GRANTEE agrees to submit required project status reports to GITA using their forms by the required due date with copies to the COMMISSION.
33. The GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period. If the GRANTEE is a forensic laboratory all key laboratory personnel must meet all applicable qualifications required for their positions as outlined in the National DNA Quality Assurance Standards issued by the FBI. Additionally any change in laboratory accreditation or certification must be reported to the COMMISSION within ten (10) days of the change.
34. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
35. The GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, section 1502.
36. The GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
37. The GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
38. The GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.
39. The GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This was supported by Award No. (Insert federal award number) awarded by the (insert name of grantor agency), Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."
40. The GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 28 CFR, Part 66.32 (e) (1-3) when the equipment is no longer needed for the grant program.

**Link:** [OMB Circulars http://www.whitehouse.gov/omb/circulars/index.html](http://www.whitehouse.gov/omb/circulars/index.html)
41. The GRANTEE agrees to account for interest earned on Federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *Office of Justice Programs Financial Guide* and all unexpended grant funds to the COMMISSION within 30 days after receipt of a written request

from the COMMISSION. The GRANTEE agrees to expend all encumbered funds within 60 days of expiration of this award.

**Link:** *OJP Financial Guide* [://www.ojp.usdoj.gov/financialguide/](http://www.ojp.usdoj.gov/financialguide/)

42. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 CFR Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 CFR Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Orders 1999-4 and 2000-4. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
43. The GRANTEE agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the GRANTEE or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.  
**Link:** [://www.ojp.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.gov/about/ocr/equal_fbo.htm).
44. The GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 U.S.C. 1432(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. The GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.
45. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEOP) (if grantee is required pursuant to 28 CFR 42.302). The GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of the receipt of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by the GRANTEE.
46. The GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.  
**Link:** *OMB Circulars* <http://www.whitehouse.gov/omb/circulars/index.html>
47. The GRANTEE certifies that it will comply with *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in

28 CFR Part 66 and *OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments*, the OJP Financial Guide and the most current version of the ACJC Grant Management Reference Manual.

**Link:** *OMB Circulars* <http://www.whitehouse.gov/omb/circulars/index.html>

OJP Financial guide: <http://www.ojp.usdoj.gov/financialguide/>

ACJC Grant Management Reference Manual:

[http://azcjc.gov/pubs/home/021104\\_Manual\\_GrantReferenceManual.pdf](http://azcjc.gov/pubs/home/021104_Manual_GrantReferenceManual.pdf)

48. The GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 28 CFR Part 83.630 for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving Federal funds. The GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.  
**Link:** *Excluded Parties Listing System* <http://epls.arnet.gov>
49. The GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.
50. The GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally the GRANTEE ensures compliance with Executive Order 2005-30 federal immigration laws by state employers and contractors.
51. The GRANTEE acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. The GRANTEE warrants that they have registered with and participate with E-Verify. If the GRANTOR later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.
52. Pursuant to ARS § 35-391.06, the GRANTEE hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.
53. The Grantee certifies that no federal funds will be paid, by or on behalf of, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
54. The GRANTEE assures that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. The GRANTEE agrees to keep on file documentation showing that it has met this requirement.
55. The GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this

regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g). Should any violation of 28 CFR Part 23 occur, the GRANTEE may be fined as per 42 U.S.C. 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.

56. The GRANTEE agrees that if any criminal justice information systems developed, designed, implemented or upgraded with these grant funds will be compatible, where applicable with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (AFIS) that will conform to the American National Standards Institute (ANSI) standard data format for interchange of fingerprint information (ANSI/NIST-CLS-I-1993), National Sex Offender Registry, National Protective Order file, and other reporting standards of the FBI, and applicable statewide or regional criminal justice information sharing standards and plans.
57. The GRANTEE agrees that projects supported with these funds will coordinate with federal, state and local homeland security and pre-sale of firearms checks as appropriate.
58. The GRANTEE agrees to comply with all Federal, State and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.
59. The GRANTEE ensures that if forensic laboratories are supported with these funds they will use generally accepted laboratory practices and procedures in the operation of the laboratory established by an accredited organization or appropriate certifying body.
60. The GRANTEE ensures that if any DNA analyses conducted with funding under this award are performed either by a government owned laboratory that is accredited or currently undergoes external audits not less than once every two years that demonstrate compliance with DNA Quality Assurance Standards established by the Director of the FBI, or through an accredited fee-for-service vendor. Accreditation must be by a nonprofit professional association actively involved in forensic science that is nationally recognized within the forensic science community.
61. The GRANTEE shall ensure that all eligible forensic DNA profiles obtained with funding under this award will be entered into the Combined DNA Index System (CODIS), and where applicable, uploaded to the National DNA Index System (NDIS). If the GRANTEE is not a member of NDIS, the GRANTEE must have written agreement in place with an NDIS-participating laboratory for the resulting eligible forensic DNA profiles to be entered into CODIS, and where applicable uploaded into NDIS.
62. The GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first quarterly report after the award is made, the GRANTEE and any subgrantees have a valid DUNS profile and has an active registration with the Central Contractor Registration (CCR) database.

The GRANTEE agrees expeditiously to obtain active registration with the Central Contractor Registration (CCR) database, and to notify the program office in writing of its registration. Following satisfaction of this requirement, a Grant Adjustment Notice will be issued to remove this special condition.

63. The GRANTEE understands that this award is subject to the provisions of section 1605 of the Recovery Act ("Buy American"). No award funds may be used for iron, steel, or manufactured goods for a project for the construction, alteration, maintenance, or repair of a public building or public work, unless the

---

GRANTEE provides advance written notification and upon approval by the OJP program office, and a Grant Adjustment Notice is issued that modifies this special condition to add government-wide standard conditions (anticipated to be published in subpart B of 2 C.F.R. part 176) that further implement the specific requirements or exceptions of section 1605.

64. The GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
65. The GRANTEE agrees to comply with any modifications or additional requirements that may be imposed by law and future OJP (including government-wide) guidance and clarifications of Recovery Act requirements.
66. The GRANTEE agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purposes under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 CFR part 66 or (2) 28 CFR part 70 and OMB Circular A-110.
67. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
68. If any provision of this Agreement is held invalid the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

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

**FOR GRANTEE:**

---

Mayor or City Manager

Date

---

Printed Name and Title

**Approved as to form and authority to enter into Agreement:**

---

Legal counsel for GRANTEE

Date

---

Printed Name and Title

**Statutory or other legal authority to enter into Agreement:**

---

Appropriate A.R.S., ordinance, or charter reference

**FOR CRIMINAL JUSTICE COMMISSION:**

---

John A. Blackburn Jr., Executive Director  
Arizona Criminal Justice Commission

Date

Revised 6/11/2009



ARIZONA CRIMINAL JUSTICE COMMISSION  
GRANT AGREEMENT

**Insurance Requirements  
Exhibit "A"**

**Insurance Requirements for Governmental Parties to a Grant Agreement:**

None.

**Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:**

*(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)* The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

|  |             |
|--|-------------|
| • General Aggregate                                | \$2,000,000 |
| • Products – Completed Operations Aggregate        | \$1,000,000 |
| • Personal and Advertising Injury                  | \$1,000,000 |
| • Blanket Contractual Liability – Written and Oral | \$1,000,000 |
| • Fire Legal Liability                             | \$50,000    |
| • Each Occurrence                                  | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language:  
***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

*(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)*

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Exhibit "A" Page 2

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"***.

*(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)*

3. **Worker's Compensation and Employers' Liability**

|                         |             |
|-------------------------|-------------|
| Workers' Compensation   | Statutory   |
| Employers' Liability    |             |
| Each Accident           | \$500,000   |
| Disease – Each Employee | \$500,000   |
| Disease – Policy Limit  | \$1,000,000 |

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract.

Exhibit "A" Page 3

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the State of Arizona. Such notice shall be sent directly to the GRANTEE and the Arizona Criminal Justice Commission 1110 W. Washington, Suite 230, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE and the Arizona Criminal Justice Commission with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Agreement shall be sent directly to the GRANTEE and the Arizona Criminal Justice Commission 1110 W. Washington, Suite 230, Phoenix, AZ 85007. The Commission project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona and the Arizona Criminal Justice Commission reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.



# Arizona Criminal Justice Commission

*Chairperson*  
DANIEL HUGHES, Chief  
Surprise Police Department

*Vice-Chairperson*  
RALPH OGDEN  
Yuma County Sheriff

JOHN R. ARMER  
Gila County Sheriff

JOSEPH ARPAIO  
Maricopa County Sheriff

DUANE BELCHER, Chairperson  
Board of Executive Clemency

DAVID K. BYERS, Director  
Administrative Office of the Courts

CLARENCE DUPNIK  
Pima County Sheriff

TERRY GODDARD  
Attorney General

ROBERT C. HALLIDAY, Director  
Department of Public Safety

ROBERT HUDDLESTON, Chief  
Casa Grande Police Department

BARBARA LAWALL  
Pima County Attorney

RICHARD M. ROMLEY  
Maricopa County Attorney

CHARLES RYAN, Director  
Department of Corrections

DAVID SANDERS  
Pima County Chief Probation Officer

LINDA SCOTT  
Former Judge

DANIEL G. SHARP, Chief  
Oro Valley Police Department

GEORGE E. SILVA  
Santa Cruz County Attorney

CARL TAYLOR  
Coconino County Supervisor

Mayor  
VACANT

---

*Executive Director*  
John A. Blackburn, Jr.

1110 West Washington, Suite 230  
Phoenix, Arizona 85007  
PHONE: (602) 364-1146  
FAX: (602) 364-1175  
[www.azcjc.gov](http://www.azcjc.gov)

June 16, 2010

Dear Grantee,

The State of Arizona, like all cities and counties, is facing an unprecedented financial crisis. As a result, state agencies, including the Arizona Criminal Justice Commission, have experienced continued budget cuts and staffing issues that have challenged our ability to operate.

In order to provide effective programs with reduced resources, ACJC must implement administrative processes which increase efficiency while reducing operating expenses. One such process that was identified for improvement is the issuance of paper checks for grant reimbursement.

The current process of issuing paper checks for grant reimbursement is a costly effort and extremely inefficient. In contrast, the process of reimbursement by direct deposit eliminates all the inefficiencies of the paper check process. Agencies will enjoy the benefits of accelerated access to reimbursement funds, the elimination of mail or deposit delays, and the ability to electronically track reimbursement payments.

Enclosed are the documents to enroll in the Arizona Automated Clearing House (ACH) system in order to receive direct deposit payments. To enroll, simply complete the one-page ACH Vendor Authorization enrollment form. This form may also be completed and submitted online through GAO: [http://www.gao.az.gov/Vendor/payment\\_options\\_home.asp](http://www.gao.az.gov/Vendor/payment_options_home.asp). The completed form should be sent to the General Accounting Office for further processing at the following address:

ACH Vendor Authorization  
Attn: Vendor Setup  
100 N. 15<sup>th</sup> Avenue, STE 302  
Phoenix, AZ 85007

It will take approximately two weeks to establish the direct deposit once the form is received by the State Government Accounting Office. Subsequent payments can then be tracked at <http://www.venpay.gao.azdoa.gov/>.

Please submit the completed ACH enrollment form to the General Accounting Office by Friday, July 9th. Please do not hesitate to contact ACJC staff should you have questions or need assistance.

Thank you for assisting the Arizona Criminal Justice Commission in these challenging budget times and in improving the grant reimbursement process.

Sincerely,

Tony Vidale, Program Manager  
Drug, Gang, and Violent Crime Control Program



**State of Arizona - Department of Administration - General Accounting Office (GAO)**  
**ACH Vendor Authorization - Attn: Vendor Setup - 100 N 15th Ave, STE 302, Phoenix, AZ 85007**

*Please notify all State agencies that you do business with of any ACH requests*

|                     |   |                                 |  |   |
|---------------------|---|---------------------------------|--|---|
| Section 1           | <b>REQUEST TYPE</b>   |                                 |  |   |
|                     | <input type="radio"/> New <input type="radio"/> Change <input type="radio"/> Cancellation, Cancellation Reason: <span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px; vertical-align: middle;"></span>   |                                 |  |   |
| Section 2           | <b>PAYEE IDENTIFICATION</b>   |                                 |  |   |
|                     | Federal Employer's Identification Number (EIN) <span style="border: 1px solid black; display: inline-block; width: 20px; height: 15px;"></span> - <span style="border: 1px solid black; display: inline-block; width: 40px; height: 15px;"></span>  |                                 | Disclosure of your social security number is voluntary pursuant to 42 U.S.C. 405(c)(2)(C). The State of Arizona will use your SSN or EIN to file required information returns with the Internal Revenue Service. |   |
|                     | OR State Employee EIN <span style="border: 1px solid black; display: inline-block; width: 40px; height: 15px;"></span>  |                                 |  |   |
|                     | OR Social Security Number (SSN) <span style="border: 1px solid black; display: inline-block; width: 20px; height: 15px;"></span> - <span style="border: 1px solid black; display: inline-block; width: 20px; height: 15px;"></span> - <span style="border: 1px solid black; display: inline-block; width: 40px; height: 15px;"></span>  |                                 |  |   |
|                     | Payee's Name  |                                 | Phone  | Ext   |
|                     | Address   |                                 | City   | State      Zip Code   |
| Section 3           | <b>CHANGE INFORMATION-FOR CHANGE REQUEST ONLY</b>   |                                 |  |   |
|                     | Changing: <input type="checkbox"/> Financial Institution <input type="checkbox"/> Account Type <input type="checkbox"/> Account Number <input type="checkbox"/> Authorized Signers  |                                 |  |   |
|                     | Previous Financial Institution: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 20px;"></span>   |                                 | Previous Account Type: <input type="radio"/> Checking <input type="radio"/> Savings  |   |
|                     | Previous Account Number: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 20px;"></span>  |                                 |  |   |
| Section 4           | <b>AUTHORIZATION FOR NEW SETUP, CHANGE(S) OR CANCELLATION</b>   |                                 |  |   |
|                     | Pursuit to A.R.S. Sec. 35-185, I authorize the Arizona Department of Administration (ADOA), General Accounting Office (GAO) to process payments owed to me by the State of Arizona (State) via Automated Clearing House (ACH) deposits. The State shall deposit the ACH payments in the financial institution and account designated below. <b>I recognize that if I fail to provide complete and accurate information</b> on this authorization form, the processing of the form may be delayed or made impossible, or my electronic payments may be erroneously made. |                                 |  |   |
|                     | <b>I authorize the State to withdraw from the designated account all amounts deposited electronically in error.</b> If the designated account is closed or has an insufficient balance to allow withdrawal, then I authorize the State to withhold any payment owed to me by the State until the erroneous deposited amount are repaid. If I decide to change or revoke this authorization, I recognize that I must forward such notice to the ADOA-GAO. The change or revocation is effective on the day the ADOA-GAO processes the request.                           |                                 |  |   |
|                     | I certify that I have read and agree to comply with the State's rules governing payments and electronic transfers as they exist on the date of my signature on this form or as subsequently adopted, amended, or repealed. I consent to, and agree to, comply with these rules even if they conflict with this authorization form.  |                                 |  |   |
|                     | I authorize the State to stop making electronic transfers to my account without advance notice.   |                                 |  |   |
|                     | I certify that I am authorized to contract for the entity receiving deposits pursuant to this agreement, that all information provided is accurate.   |                                 |  |   |
|                     | Name  | Authorized Signature (Required) | Title  | Date  |
|                     | <b>Additional Authorized Signers</b>  |                                 |  |   |
|                     | Name  | Authorized Signature            | Title  | Date  |
|                     | Name  | Authorized Signature            | Title  | Date  |
|                     | Name  | Authorized Signature            | Title  | Date  |
|                     | I would like to receive addendum records in the following format: <input type="radio"/> CTX <input type="radio"/> CCD <input type="radio"/> CCD+  |                                 |  |   |
|                     | <i>Please Note: If your financial institution is unable to receive addendum information, detailed information can be obtained online at <a href="http://venpay.gao.azdoa.gov">http://venpay.gao.azdoa.gov</a>.</i>  |                                 |  |   |
| Section 5           | -----If State Employee, attach a cancelled check here-----  |                                 |  |   |
|                     | <b>FINANCIAL INSTITUTION (Must be completed by a financial institution representative) -FOR NEW OR CHANGE REQUEST ONLY</b>  |                                 |  |   |
|                     | Financial Institution Name  |                                 | Phone  | Ext   |
|                     | Address   |                                 | City   | State      Zip Code   |
|                     | Routing Transit #   | Customer Account #              |  | Account Type <input type="radio"/> Checking <input type="radio"/> Savings |
|                     | Financial Institution Representative Name   |                                 | Title  |   |
|                     | Signature (Required)  |                                 | Date   | Phone      Ext  |
| <b>GAO USE ONLY</b> |   |                                 |  |   |
| Section 6           | Verified by and date  |                                 | Entered by and date  | Vendor #      MC  |
|                     | Prenote date  |                                 | Input verified by  | Approved by   |

# ARIZONA CRIMINAL JUSTICE COMMISSION

## GRANT AGREEMENT SIGNING INSTRUCTIONS

---

Please review the grant agreement and forward to the appropriate approval authority for execution. Funds may only be disbursed to your agency once the agreement is properly and fully executed.

On the grant agreement signature page, there are 3 sections that must be signed/completed. For the purposes of this grant agreement, your agency is the GRANTEE.

- A. **Authorized signature:** Requires the signature of the individual *authorized to make agreements* for your governmental subdivision.
1. For county offices, the chairman of the county board of supervisors must sign the grant agreement. If someone other than the chairman is designated to sign agreements, please enclose a copy of the resolution authorizing this. If the board's rules require an attestation or certification of the signature by the clerk of the board, it may be typed anywhere it is convenient on the signature page.
  2. For city offices, the mayor or the city manager must sign the grant agreement. If someone other than the mayor or city manager is designated to sign agreements, please enclose a copy of the resolution authorizing this. If the council rules require an attestation or certification of the signature by the clerk, it may be typed anywhere it is convenient on the signature page.
  3. For county and city offices, a signed copy of the board of supervisors or city council's approved agenda item or resolution listing this grant agreement must be attached to the signed agreement when it is returned to the Arizona Criminal Justice Commission office.
  4. For state agencies, the director or chief executive officer of the agency must sign the grant agreement where indicated.
  5. For non-profit agencies, the executive director or chairman of the board must sign the agreement where indicated.
- B. **Legal counsel for GRANTEE:** Requires the signature of the deputy county attorney or assistant attorney general who provides legal counsel to the governing body. This individual is approving the agreement as to form and attesting to the legal authority of the governing body to perform the agreement activities. State agencies should check if this is required by their legal counsel. This field is not required for non-profit agencies.
- C. **Appropriate A.R.S., ordinance, or charter reference:** This line refers to the Arizona Revised Statute, city ordinance or other reference that gives the governing body legal authority to perform the agreement activities. This field is not required for non-profit agencies.

If there are any questions regarding the execution of this agreement, please contact the grant coordinator at (602) 364-1146.