

**Border Security Enhancement Program**

**Program Guidance**

**May 2010**

**Title of Opportunity: Border Security Enhancement Program**

**Funding Opportunity Number: 2010-OER-BSEP-01**

**State Agency Name: Governor's Office of Economic Recovery (OER)**

**Due Date:** Completed strategies must be submitted **no later than 5:00 PM, May 28, 2010.**

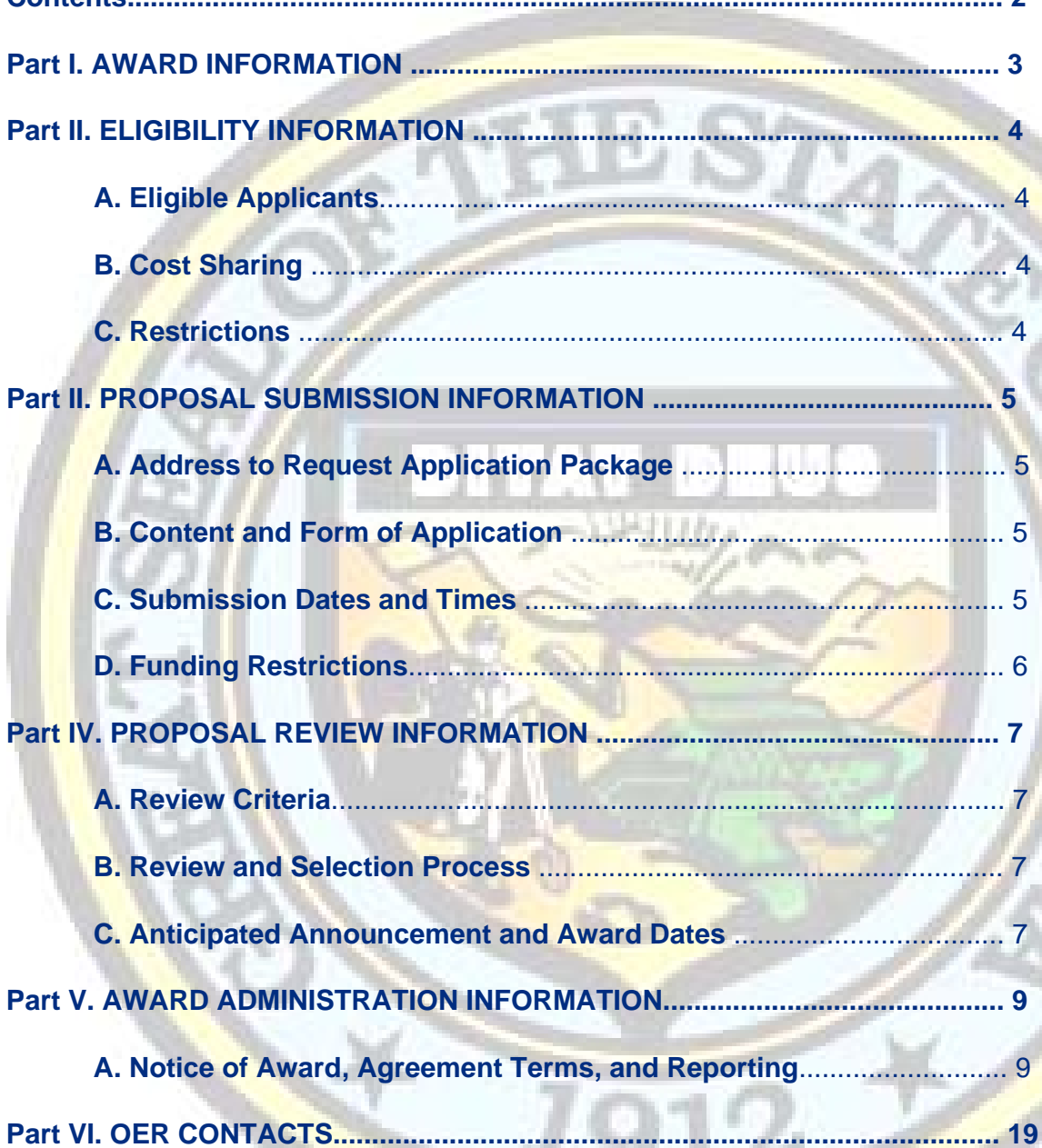
**Additional overview information:** Governor Brewer has authorized the utilization of State Fiscal Stabilization Funds (SFSF) allocated from the American Recovery and Reinvestment Act (ARRA) of 2009 to fund the Border Security Enhancement Program. These funds must be used to increase the capacity of county, local and tribal law enforcement to combat criminal activity associated with or directly stemming from the international border.

Specifically, these funds must be used to supplement law enforcement's ability to address:

- Illegal Drug Trafficking
- Human Smuggling
- Illegal Immigration

A special emphasis must be placed on the protection of residents and commercial interests threatened by criminal activity emerging from the border. Communities will be required to develop a proposal for combating these ills that takes advantage of this funding, direct Department of Public Safety (DPS) support, or both. Eligible jurisdictions include the four border counties (Cochise, Pima, Santa Cruz, and Yuma), the Tohono O'odham Nation, along with tribal communities not directly located on the border and incorporated cities and towns located in one of the border counties and within close proximity of the international border. All jurisdictions must show a direct impact from border criminal activity and a capacity to enhance existing law enforcement activities in order to directly address this criminal activity by protecting human life and defending the personal property of all Arizonans.

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The seal of the State of Arizona is a large, semi-transparent watermark in the background. It features a central shield with a landscape scene, surrounded by the text "SEAL OF THE STATE OF ARIZONA" and the year "1912" at the bottom. The seal is circular with a yellow and blue border.

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## PART I.

# AWARD INFORMATION

This section summarizes the award period of performance and the total amount of funding available under the **Border Security Enhancement Program**, describes the basic distribution method used to determine final grants awards, and identifies all eligible applicants for funding.

### ***Award Period of Performance***

The period of performance of this grant is 16 months. Extensions to the period of performance will not be considered due to the expiration of the SFSF funds on September 30, 2011.

### ***Available Funding***

The total amount of funds available for distribution under this initiative will be \$10,000,000 with additional non-financial support being available from DPS. Funds and/or DPS support will be allocated based on the merit of the proposals developed with a minimum of \$8,000,000 reserved for the four border counties and the Tohono O'odham Nation and the remaining funding, estimated to be \$2,000,000, reserved for the two tribal nations not directly located on the border along with incorporated cities and towns located in one of the four border counties and within close proximity of the international border. Funding for the four border counties and the Tohono O'odham Nation will be released first with applications from the remaining jurisdictions considered at a later date. These jurisdictions include:

- Benson, Bisbee, Cocopah Tribe, Douglas, Fort Yuma-Quechan Tribe, Huachuca City, Nogales, Patagonia, Sahuarita, San Luis, Sierra Vista, Somerton, Tombstone, Wellton, and Yuma.

These allocations are subject to change at the discretion of OER. Funding for the four border counties and the Tohono O'odham Nation will be released first with applications from the remaining jurisdictions considered at a later date.

## PART II.

# ELIGIBILITY INFORMATION

### A. Eligible Applicants

The Chief Executive Officer of each jurisdiction must submit a proposal in order to be eligible to participate in this program. Funding awards will be made through Intergovernmental Agreement (IGA) and must be ratified by the jurisdiction's governing board or council before becoming official. Only one proposal will be accepted from each jurisdiction.

### B. Cost Sharing

There is no required cost sharing, matching, or cost participation for the **Border Security Enhancement Program**.

### C. Restrictions

Please see Part III.C. for Management & Administration (M&A) limits and allowable / unallowable costs guidance.

## PART III.

# PROPOSAL SUBMISSION INFORMATION

Proposals for this support must be submitted in person or via e-mail to the Governor's Office of Economic Recovery.

### A. Content and Form of Strategy/Proposal

**1. Strategy/Proposal.** The proposal should not exceed two pages and must include the following required components:

- An executive summary (not to exceed one page) that outlines the jurisdiction's strategy for addressing:
  - Illegal Drug Trafficking
  - Human Smuggling
  - Illegal Immigration
  - Hiring and Sustainability Plan – If any funds are identified for the hiring of new positions, the jurisdictions plan for hiring existing Arizona POST Certified Officers and for sustaining these positions beyond the end of this grant should be included.
- Request for financial assistance and/or DPS support that aligns with the overall strategy (not to exceed one paragraph)
- A statement indicating that any funds received will be used to supplement and not supplant existing public safety resources.
- Outcome goals and performance measures for each activity requested for funding in the proposal (i.e., overtime funds will allow an increase in the patrols of private residences by X% or X number of visits over the next 15 months.)

***OER staff will be available to help any jurisdiction complete their proposal, including the development of goals and performance measures.***

### B. Submission Dates and Times

Completed strategies must be submitted no later than 5:00 PM, May 28, 2010.

Proposals must be submitted via email to [mhanson@az.gov](mailto:mhanson@az.gov) or physical copy to:

Governor's Office of Economic Recovery  
Attn: Matthew Hanson  
1700 West Washington, Suite 300  
Phoenix, AZ 85007

### C. Funding Restrictions

1. **Management and Administrative (M&A) Costs.** M&A costs are not allowable under the **Border Security Enhancement Program**.
2. **Allowable Costs.** The intent of this program is to provide supplemental resources to county, local, and tribal law enforcement agencies to address criminal activity associated with the lack of security along the U.S. Borders. While equipment is an allowable expense, the **Border Security Enhancement Program** is not intended to be an equipment-centric grant and jurisdictions must consider the ongoing maintenance and operation cost associated with any equipment purchases. The following expense categories are allowable under the terms of this agreement:
  - **New Sworn Officers**
  - **Personnel overtime and associated backfill cost**
  - **Part-Time Personnel**
  - **Travel, Per Diem and Lodging**
  - **Vehicle and Equipment Purchases and Rentals**
  - **Vehicle/Equipment Maintenance**
  - **Fuel Cost and/or Mileage Reimbursement**
  - **Equipment (For telecommunications equipment purchases the applicant must discuss the interoperability features of the equipment in their proposal, including specific information about other agencies that the equipment will communicate with)**
3. **Unallowable Costs.** The **Border Security Enhancement Program** is one-time funding intended to supplement existing public safety resources, and thus, is not intended as a hiring program. Therefore, applying funds toward hiring full-time or permanent sworn public safety officers, while an eligible activity, is done at the risk of each jurisdiction as there are currently no funds identified to sustain this program and any funded positions into future fiscal years. **Border Security Enhancement Program** funding shall not be used to supplant inherent routine patrols and law enforcement operations or activities not directly related to providing enhanced law enforcement activities targeting the illegal drug trade, human smuggling, or illegal immigration. Finally, construction and/or renovation costs are prohibited under this grant application.

## PART IV.

# PROPOSAL REVIEW INFORMATION

### A. Review Criteria

This section summarizes the core process and priorities used to assess proposals submitted under the **Border Security Enhancement Program**. The **Border Security Enhancement Program** will look to fund those communities that have a clear linkage to and oversight of criminal activity caused by the international border, has a viable plan (including goals and performance measures to measure outcomes), and the capacity to expand/supplement existing public safety activities in order to address:

- Illegal Drug Trafficking
- Human Smuggling
- Illegal Immigration

The **Border Security Enhancement Program** will also look to fund those communities that have aggressive timelines for hiring, if applicable, and the rapid implementation of their programs. Finally, the **Border Security Enhancement Program** will critically evaluate those jurisdictions that propose the hiring of new sworn officers to ensure that the jurisdiction is comfortable with the level of risk associated with the deployment of these new officers and has proposed a sustainability plan for these positions.

### B. Review Process

All proposals will first be reviewed by OER staff for completeness. Any omissions will be resolved with the jurisdiction before the proposal moves further through the review process. Each proposal will then be reviewed by a committee comprised of subject matter experts from the Arizona Department of Public Safety, the Arizona Department of Emergency and Military Affairs, the Arizona Department of Corrections, and the Arizona Department of Homeland Security. Other reviewers will be engaged if the subject of the proposal warrants their involvement. These reviewers will analyze each proposal to ensure that it aligns with the purposes outlined in this program announcement.

### C. Anticipated Announcement and Award Dates

OER, for the most part, will evaluate and act on proposals on an “as received basis” with the exception of applications from the four border counties and the Tohono O’odham Nation given priority. OER will make a funding decision within two weeks of receipt with the goal to have all funding allocated on or before June 18, 2010.



**PART V.**

# **AWARD ADMINISTRATION INFORMATION**

**A. NOTICE of AWARD**

- a. Upon approval of the proposal, an IGA will be drafted and forwarded to the recipient jurisdiction. This IGA must then be ratified by the jurisdiction's governing board or council and returned to OER for recording. The date that this is done is the "award date" and "project start date."

**B. TERM OF AGREEMENT/ EFFECTIVE DATE**

- a. The period of performance of this grant is 16 months. Extensions to the period of performance will not be considered due to the expiration of the SFSF funds on September 30, 2011.

**C. CONTRACT TYPE**

- a. Cost Reimbursement Sub-Grant.

**D. DOCUMENTS INCORPORATED BY REFERENCE**

- a. Incorporation by Reference: The State of Arizona's Uniform Instructions to Offerors (Rev 7.1) and Uniform Terms and Conditions (Rev 7) are incorporated by reference into this contract as if fully set forth herein. These documents may be accessed through the Arizona State Procurement Office's website at [http://www.azdoa.gov/agencies/spo/docs\\_and\\_forms.asp](http://www.azdoa.gov/agencies/spo/docs_and_forms.asp). The documents may also be obtained by calling the State Procurement Office at (602) 542-5511, or by calling the Governor's Office at (602) 542-3434. Title XIV of the American Recovery and Reinvestment Act (ARRA) of 2009, known as the State Fiscal Stabilization Fund (American Recovery and Reinvestment Act of 2009 Public Law 111-5 (H.R. 1), February 17, 2009; 123 Stat. 115, as amended by Public Law 111-8 (H.R. 1105), the Omnibus Appropriations Act, 2009; Division A, Section 523; March 11, 2009; 123 Stat. 524), as administered by the U.S. Department of Education, is hereby incorporated by reference into this contract as if fully set forth herein and may be accessed at [http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=111\\_cong\\_bills&docid=f:h1enr.pdf](http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=111_cong_bills&docid=f:h1enr.pdf). It is the Subgrantee's responsibility to obtain the current revisions of these documents.

**E. SUBGRANTEE ARRA ASSURANCES**

- a. Subgrantee assures compliance with the guidelines, provisions and reporting requirements of the ARRA. Subgrantee accepts that the Federal Government may issue additional guidance or change requirements or terms and conditions of this agreement as ARRA funds are distributed and programs are implemented for the stated designated goals and quick timelines. Subgrantee agrees that any such supplementary guidance, clarifications, or provisions, shall become terms and conditions of this award.

- b. Subgrantee understands that ARRA is funding projects with one time dollars and that failure to comply with the terms, conditions and requirements of the ARRA may result in the recapture of the balance of funds awarded.
- c. The Subgrantee agrees to avoid unnecessary delays in implementing its ARRA funds. The Subgrantee certifies that it will not use ARRA funds for any unauthorized purposes and understands that misuse of ARRA funds may result in a range of penalties from suspension of funds to civil and/or criminal penalties.

**F. CONTRACT RENEWAL**

- a. The contract shall not bind nor purport to bind OER for any contractual commitment in excess of the original contract period or amount.

**G. SUBGRANTEE'S OBLIGATION REGARDING CONFIDENTIALITY**

- a. Due to the sensitive nature of the information maintained by OER, the Subgrantee acknowledges that all information disclosed to it concerning the OER'S operations during performance of this Grant shall not be disclosed to third parties without OER'S prior written consent. All proprietary information and all copies thereof shall be returned to OER upon completion of the work for which it was obtained or developed.

**H. NO WAIVER**

- a. Either party's failure to insist on strict performance of any term or condition of the contract shall not be construed as a waiver or relinquishment for the further performance of such provision.

**I. REPORTING REQUIREMENTS**

- a. The Subgrantee will submit reports that contain the information required under section 1512(c) of the ARRA in accordance with any guidance issued by the Office of Management and Budget or the U.S. Department of Education (ARRA Division A, Section 1512(c)). Subgrantees may be required to submit additional reports as required by OER.

**J. PROGRAMMATIC AND FINANCIAL REPORTS**

- a. The subgrantee shall provide a monthly program activity report to OER that provides updates on the goals and performance measures outlined in the original proposal. This report is due to OER by the 15th of each month for the previous month. The Subgrantee shall use the forms provided by the Grantor to submit monthly program activity reports. The report shall contain such information as deemed necessary by the ARRA guidance and GOER. The forms will be sent to the Subgrantee upon receipt of the signed Agreement.

**K. FINANCIAL REIMBURSEMENT**

- a. The Subgrantee shall be paid on a cost-reimbursement basis. The reimbursement amount is to be determined on the cash basis of accounting. The reimbursement request must be submitted no more often than bi-weekly and no less than quarterly for those items submitted and approved in the budget inclusively. Draw down schedules will be provided

upon award. Subgrantee shall submit a final reimbursement request no more than forty-five (45) days after the contract end for expenses obligated prior to the date of contract termination. All expenses must be liquidated prior to the final reimbursement request. Requests for reimbursement received later than forty-five (45) days after the contract termination will not be paid.

- b. Notwithstanding any other payment provision of this contract, failure of the Subgrantee to submit required reports when due, or failure to perform or deliver required work, supplies or services, will result in the withholding of payment under this contract unless such failure arises due to causes beyond the control and without the fault of negligence of the Subgrantee.

**L. MANNER OF FINANCING**

- a. Payment made by the Grantor to the Subgrantee will be on a reimbursement basis only and is conditioned upon receipt of applicable, accurate and complete reimbursement documents to be submitted by the Subgrantee. Final payment will be contingent upon receipt of all fiscal and programmatic reports required of the Subgrantee under this Agreement.
- b. Requested reimbursement must be submitted in an all-inclusive basis.
- c. Travel expenses shall be at State rates (see website [www.gao.az.gov/travel/default.asp](http://www.gao.az.gov/travel/default.asp) for rates) and reimbursable at cost.
- d. Payment made by the Grantor to the Subgrantee shall be expended from the State Fiscal Stabilization Fund, Government Services Fund, administered by the U.S. Department of Education. The Catalog of Federal Domestic Assistance (CFDA) Number is 84.397.

**M. DUNS/CCR**

- a. The Subgrantee is required to provide a Dun and Bradstreet Data Universal Numbering System (DUNS) number for the fiscal agent; and proof of current registration in the Central Contractor Registration (CCR) database. Additionally, CCR registration must be maintained for the term of the contract.

**N. CONSTRUCTION COSTS**

- a. No construction costs are permitted.

**O. RESTRICTIONS ON LOBBYING**

- a. The Subgrantee shall not use these funds to pay for, influence, or seek to influence any officer or employee of the State of Arizona or the federal government if that action may have an impact, of any nature, on this agreement.

**P. NOTIFICATION REGARDING CHANGES**

- a. The Subgrantee shall notify OER in writing, with immediate notice, of any changes in the program that will directly affect service delivery under the terms of the contract. No

changes shall be implemented without the prior written approval of a formal contract amendment issued by OER.

**Q. KEY PERSONNEL**

- a. It is essential that the Subgrantee provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Subgrantee must assign specific individuals to the key programmatic and fiscal positions. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of OER. The fiscal person is considered a Key Person for this grant. It is the preference of OER that the Subgrantee requires current state certification and/or licensure as a condition of employment for those individuals providing direct behavioral and medical health services to youth.

**R. FISCAL RESPONSIBILITY**

- a. It is understood and agreed that the total amount of the funds used under this Agreement shall be used for the project(s) outlined in this Agreement. Therefore, should the project not be completed, be partially completed, or be completed at a lower cost than the original budget called for, the amount reimbursed to the Subgrantee shall be for only the amount of dollars actually spent by the Subgrantee. For any funds received under this Agreement for which expenditure is disallowed by an audit exception by the Governor's Office, the State or Federal government, the Subgrantee shall reimburse said funds directly to the Grantor immediately, but not later than fifteen (15) business days, exclusive of state holidays.

**S. RECORDS**

- a. At any time during the term of this contract, and at any time within five (5) years after the closing of the federal grant, the Subgrantee's or any subcontractor's books and records shall be subject to an audit by the State or Federal Government, to the extent that the books and records relate to the performance of the contract or subcontract. All records shall be subject to inspection and audit by the State or Federal government at reasonable times. Upon request, the Subgrantee shall produce a legible copy of any or all such records.

**T. AUDIT TRAILS**

- a. Subgrantee shall maintain proper audit trails for all reports related to this contract. The Governor's Office reserves the right to review all program records.

**U. FUND MANAGEMENT**

- a. The Subgrantee must maintain funds received under this contract in separate ledger accounts and cannot mix these funds with other sources. Subgrantee must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.
- b. The Subgrantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

Financial Management

Procurement

Personnel

Property

Travel

- c. A system is adequate if it is: 1) written; 2) consistently followed - it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds. The Governor's Office reserves the right to review all business systems policies.

**V. ASSIGNMENT AND DELEGATION**

- a. Subgrantee may not assign any rights hereunder without the express, prior written consent of both parties.

**W. AMENDMENTS**

- a. Any change in the contract, including material changes to the scope of work and/or the budget described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the Subgrantee and OER. OER may approve or reject any amendment, when necessary. Any such amendment shall specify an effective date, any increases or decreases in the amount of the Subgrantee's compensation, if applicable, and entitled as an "Amendment" and signed by the parties identified in the preceding sentence. The Subgrantee expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification or supplementation to the contract.

**X. SUBCONTRACTORS**

- a. The Subgrantee agrees and understands that no subcontract which the Subgrantee enters into with respect to performance under this contract shall in any way relieve the Subgrantee of any responsibility for performance of its duties. It is highly recommended by OER that a Memorandum of Understanding or some other type of contract is in place between the Subgrantee and a Subcontractor for services to be performed, and in which a payment amount has been negotiated and approved, so as to avoid any misunderstanding between both parties.

**Y. OFFSHORE PERFORMANCE OF WORK PROHIBITED**

- a. Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by sub-contractors at all tiers.

**Z. AGREEMENT RENEWAL**

- a. This Agreement shall not bind nor purport to bind the Grantor for any contractual commitment in excess of the original Agreement period.

**AA. CANCELLATION**

- a. OER reserves the right to cancel the whole or any part of the contract due to failure of the Subgrantee to carry out any term, promise, or condition of the contract. OER will issue a written ten (10) day notice of default to the Subgrantee for acting or failing to act as in any of the following:
  - i. The Subgrantee provides personnel that do not meet the requirements of the contract.
  - ii. The Subgrantee fails to perform adequately the services required in the contract.
  - iii. The Subgrantee attempts to impose on OER personnel that are of an unacceptable quality.
  - iv. The Subgrantee fails to furnish the required product within the time stipulated in the contract.
  - v. The Subgrantee fails to make progress in the performance of the requirements of the contract and/or gives OER a positive indication that the Subgrantee will not or cannot perform to the requirements of the contract.

If the Subgrantee does not correct the above problem(s) within ten (10) days after receiving the notice of default, OER may cancel the contract. If OER cancels the contract pursuant to this clause, the State reserves all rights or claims to damage for breach of contract.

**BB. CANCELLATION FOR CONFLICT OF INTEREST**

- a. OER may, by written notice to the Subgrantee, immediately cancel this Contract without penalty or further obligation pursuant to A.R.S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating of the Contract on behalf of OER is an employee or agent of any other party in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when the parties to the Contract receive written notice from OER, unless the notice specifies a later time.

**CC. THIRD PARTY ANTITRUST VIOLATIONS**

- a. Subgrantee assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subgrantee toward fulfillment of this Agreement.

**DD. TERMINATION**

- a. OER reserves the right to terminate the contract at any time, for the convenience of OER, without penalty or recourse, by giving written notice to the Subgrantee at least thirty (30) days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Subgrantee under the contract shall, at the option of OER, become property of the State of Arizona. The Subgrantee shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

**EE. FORCE MAJEURE**

- a. If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of or payment for such act will be excused for the period of the delay.

**FF. NON-DISCRIMINATION**

- a. All parties to this agreement agree to comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 99-4 which mandates that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities. All parties shall comply with 1) the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap; 2) all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor; 3) all applicable provisions and regulations relating to the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213); 4) all applicable provisions and regulations relating to Executive Order No. 13279 - Equal Protection of the Laws for Faith-based and Community Organizations.

**GG. OWNERSHIP OF INFORMATION**

- a. OER reserves the right to review and approve any publications funded or partially funded through this contract. All publications funded or partially funded through this contract shall recognize the State Fiscal Stabilization Fund, Government Services Fund, administered by the U.S. Department of Education and the Governor's Office of Economic Recovery.

**HH. PRINTED MATERIAL**

- a. It is agreed that any report or printed matter completed as a part of this Agreement is a work for hire and shall not be copyrighted by the Subgrantee. Any publicly printed material under this Agreement shall state "This project was supported by the U.S. Department of Education and the Governor's Office of Economic Recovery."

**II. PARTIAL INVALIDITY**

- a. Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

**JJ. ARBITRATION**

- a. In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving rise to the dispute. The parties shall follow the procedures set forth in this section to facilitate a resolution and attempt to avoid litigation.
- b. The parties shall negotiate in good faith to resolve the dispute within sixty (60) days of receiving notice of the existence of the dispute. However if the parties do not reach such resolution within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules and in compliance with A.R.S. §12-1518.

**KK. GOVERNING LAW**

- a. This Agreement shall be governed and interpreted by the laws of the State of Arizona. The venue for any proceedings, actions, or suits arising from this Agreement shall be in Maricopa County, Arizona.

**LL. PARAGRAPH HEADINGS**

- a. The descriptive headings of this Contract are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions in this contract.

**MM. INDEMNIFICATION CLAUSE**

- a. Subgrantee shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees 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) 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 Subgrantee or any of its owners, officers, directors, agents, employees or subcontractor.

**NN. PUBLIC AGENCY LANGUAGE ONLY**

- a. 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.

**OO. INSURANCE REQUIREMENTS**

- a. Attachment A, entitled Insurance Requirements, shall be incorporated by reference into this Agreement.



**PP. COMPLIANCE WITH APPLICABLE LAWS**

- a. All parties to this agreement shall comply with all applicable federal, state and local laws.

**QQ. LICENSES**

- a. Subgrantee shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Subgrantee.

**RR. SUSPENSION OR DEBARMENT STATUS**

- a. If the firm, business or person submitting this bid or offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government, the applicant must include a letter with its application setting forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Failure to supply the letter or to disclose in the letter all pertinent information regarding a suspension or debarment shall result in rejection of the bid or offer or cancellation of a contract. GOER also may exercise any other remedy available by law.

**SS. FEDERAL IMMIGRATION LAWS**

- a. By entering into this contract, the Subgrantee warrants compliance with the Federal Immigration and Nationality Act and all other federal immigration laws and regulations related to the immigration status of its employees. These warranties shall remain in effect throughout the term of the contract and any renewal period of the contract. The Subgrantee shall maintain Employment Eligibility Verification form (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under this contract.

**TT. FINGERPRINTING**

- a. The provisions of A.R.S. §46-141 are hereby incorporated as provisions of this contract as they pertain to any new personnel not already covered by this requirement. When applicable, the Subgrantee shall assume the costs of fingerprint checks and may charge these costs to fingerprint its personnel. The department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.
- b. Personnel who are employed by any Subgrantee, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Public Safety and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse. This contract may be canceled or terminated if the fingerprint check or the certified form of any person who is employed by a Subgrantee, whether paid or not, and who is required or allowed to provide services directly to juveniles discloses that a person has committed any act of sexual abuses of a child, including sexual exploitation or commercial sexual exploitation, or any act of child abuse or that the person has been convicted of or awaiting trial on any of the following criminal offenses in this state

or similar offenses in another state or jurisdiction.

**UU. SECTARIAN REQUESTS**

- a. Funds may not be expended for any sectarian purpose or activity, including sectarian worship or instruction.

**VV. AUTHORITY to EXECUTE this AGREEMENT**

- a. Each individual executing this Contract on behalf of the Subgrantee represents and warrants that he or she is duly authorized to execute this Contract.

**WW. COUNTERPARTS**

- a. This Contract may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Contract.

**XX. PROHIBITION ON GOVERNMENT CONTRACTS REGARDING IRAN AND SUDAN**

- a. In accordance with A.R.S. §35-393.06, the Subgrantee hereby certifies that the Subgrantee does not have scrutinized business operations in Iran.
- b. In accordance with A.R.S. §35-391.06, the Subgrantee hereby certifies that the Subgrantee does not have scrutinized business operations in Sudan.

**YY. E-VERIFY**

- a. In accordance with A.R.S. §41-4401, Subgrantee warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.C.C. Section A.R.S. §23-214, Subsection A.

PART VI.

**OER CONTACTS**

**For assistance, please contact:**

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