



ARIZONA CRIMINAL JUSTICE COMMISSION
CRIME VICTIM COMPENSATION
GRANT AGREEMENT and
CERTIFIED ASSURANCES

ACJC Certification Number VC-12-050
Catalog of Federal Domestic Assistance (CFDA) Number 16.576 (VOCA)
Program Includes State Monies

This Grant Agreement and Certified Assurances herein after called "AGREEMENT" are made this 15th day of June, 2011, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and the COCHISE COUNTY ATTORNEY'S OFFICE hereinafter called "OPERATIONAL UNIT".

It is agreed between the parties as follows:

1. It is agreed and understood that the total to be paid by the COMMISSION under this AGREEMENT shall not exceed \$88,933 in State and Federal victim compensation funds. The award period for Crime Victim Compensation monies will commence on July 1, 2011 terminate on June 30, 2012.
2. The OPERATIONAL UNIT agrees that allocated funds will be used to provide compensation awards to victim of criminally injurious conduct occurring within the OPERATIONAL UNIT'S jurisdiction.
3. The OPERATIONAL UNIT shall operate in a manner consistent with and in compliance with the provisions and stipulations of this AGREEMENT. If the COMMISSION finds non-compliance, the OPERATIONAL UNIT will receive a written notice which identifies the area of non-compliance, and the appropriate corrective action to be taken. If the OPERATIONAL UNIT 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 allocation. 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 revoke the allocation, 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 AGREEMENT.
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 OPERATIONAL UNIT. 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 OPERATIONAL UNIT:

COCHISE COUNTY ATTORNEY'S OFFICE
PO Drawer CA
Bisbee, AZ 85603
Attn: The Honorable Ed Rheinheimer

5. The OPERATIONAL UNIT understands that crime victim compensation funding will be distributed to operational units as a monthly reimbursement of compensation program expenditures.
6. The OPERATIONAL UNIT understands that \$11,400 is the maximum allowable amount of State compensation funding to be expended on the administration of this program.
7. The OPERATIONAL UNIT understands that financial reimbursement request forms are required for reimbursement of expenditures. The final request for reimbursement of compensation funds must be received by the COMMISSION no later than 10 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 OPERATIONAL UNIT 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* and the OJP Financial Guide for all federal expenditures. The OPERATIONAL UNIT will comply with the most current version of the ACJC Grant Management Reference Manual for all state and federal expenditures. The OPERATIONAL UNIT agrees to abide by State laws and provide accounting, auditing and monitoring procedures to safeguard allocated funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
Link: *OMB Circulars* <http://www.whitehouse.gov/omb/circulars/index.html>
<http://azcjc.gov/pubs/home/021104 Manual GrantReferenceManual.pdf>
10. The OPERATIONAL UNIT shall remit all interest earned on Federal VOCA grant funds and all unexpended allocated funds to the COMMISSION within 30 days after receipt of a written request from the COMMISSION. The OPERATIONAL UNIT agrees to expend all encumbered funds within 10 days of expiration of this award.
Link: *OJP Financial Guide* <http://www/ojp.usdoj.gov/FinGuide/>
11. The OPERATIONAL UNIT 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 after fiscal year of final expenditure. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor.
12. For the purpose of this grant, a capital expenditure is \$5,000 or above. If the OPERATIONAL UNIT'S policy defines a capital expenditure as less than \$5,000, the OPERATIONAL UNIT will use its own policy.

13. The OPERATIONAL UNIT 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 if purchased with Federal funds. The OPERATIONAL UNIT agrees to follow its own agency equipment disposition policies when the equipment is no longer needed for the Compensation program if purchased with State funds. If the OPERATIONAL UNIT has no policy, reference the *Uniform Accounting Manual for Arizona Counties* authorized by the Auditor General for disposition guidelines and guideline development.
Link: *Uniform Accounting Manual for Arizona Counties* <http://www.auditorgen.state.az.us>
Link: *OMB Circulars* <http://www.whitehouse.gov/omb/circulars/index.html>
14. The OPERATIONAL UNIT agrees to maintain property records for equipment purchased with allocated funds, perform a physical inventory, and reconciliation with property records at least every two years or more frequently based on OPERATIONAL UNIT'S policy. The GRANTEE agrees that funds will not be used for the construction of new facilities.
15. The OPERATIONAL UNIT 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.
16. The OPERATIONAL UNIT 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.
17. Accordingly, the accounting systems of the OPERATIONAL UNIT and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.
18. The OPERATIONAL UNIT will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* for all federal expenditures 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 OPERATIONAL UNIT must provide notification that the audit was completed.
Link: *OMB Circular A-133* <http://www.whitehouse.gov/omb/circulars/index.html>
19. The OPERATIONAL UNIT agrees that it will submit reports to the COMMISSION on forms/format provided by the COMMISSION, documenting the activities supported by these allocated funds. 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. These reports are submitted according to the following schedule:

Report Period:	Due Date:
July 1, 2011 to September 30, 2011	October 31, 2011
October 1, 2011 to December 31, 2011	January 31, 2012
January 1, 2012 to March 31, 2012	April 30, 2012
April 1, 2012 to June 30, 2012	August 15, 2012

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

20. All goods and services must be received or have reasonable expectations thereof and placed in service by the OPERATIONAL UNIT by the expiration of the allocation.
21. All goods and services must be paid by the OPERATIONAL UNIT within 10 days of the expiration of this allocation.

22. The OPERATIONAL UNIT agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard allocations and keep such records to assure proper fiscal controls, management and the efficient disbursement of allocated funds.
23. The OPERATIONAL UNIT agrees to obtain COMMISSION approval for all sole-source procurements in excess of \$100,000.
24. The OPERATIONAL UNIT agrees to obtain COMMISSION approval prior to the expenditure of federal grant funds for consultant fees in excess of \$450 per day.
25. The OPERATIONAL UNIT 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 67.510 for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving Federal funds. The OPERATIONAL UNIT 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>**
26. The OPERATIONAL UNIT agrees not to use allocated administrative funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
27. 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.
28. No rights or interest in this Agreement shall be assigned by OPERATIONAL UNIT without prior written approval of the COMMISSION.
29. The OPERATIONAL UNIT agrees that it is acting as an independent contractor and agrees to hold the COMMISSION harmless for the actions of the OPERATIONAL UNIT'S employees.
30. The OPERATIONAL UNIT 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 OPERATIONAL UNIT in exchange for allocated funds provided under the Crime Victim Compensation Program.
31. The OPERATIONAL UNIT understands that allocated funds will not be released until all required reports and reversion of funds from the prior year award are submitted to the COMMISSION.
32. The OPERATIONAL UNIT agrees that allocated funds are not to be expended for any indirect costs that may be incurred by the OPERATIONAL UNIT for administering these funds. This may include, but is not limited to, indirect costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the OPERATIONAL UNIT.
33. The OPERATIONAL UNIT agrees to comply with the applicable laws and provisions of the program administered by the COMMISSION.
34. The OPERATIONAL UNIT 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 OPERATIONAL UNIT agrees to utilize the *Data Dictionary*

as the data entry standard in any new system or when an existing Information System is replaced. This is not available on-line. Call if you need a copy, it will be e-mailed to you.

35. The OPERATIONAL UNIT should, to the extent possible and practical, integrate their criminal justice records system with other criminal justice agency record systems in the state, using existing networks as the backbone to achieve interstate connectivity. Unless the OPERATIONAL UNIT can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost effective or would impair the functionality of an existing or proposed information sharing system, integration is necessary. This will enhance the overall effectiveness of the Arizona Criminal Justice Records System.
36. The OPERATIONAL UNIT 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.
37. The OPERATIONAL UNIT 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** <http://www.it.ojp.gov>
38. The OPERATIONAL UNIT agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
39. The OPERATIONAL UNIT 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 OPERATIONAL UNIT ensures compliance with ARS 41-4401 federal immigration laws by state employers and contractors.
40. The OPERATIONAL UNIT agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.
41. The OPERATIONAL UNIT 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.
42. The OPERATIONAL UNIT 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 service provided under the Crime Victim Compensation Program.
43. The OPERATIONAL UNIT 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.
44. The OPERATIONAL UNIT 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

award, 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, award, 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 OPERATIONAL UNIT will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

45. The OPERATIONAL UNIT 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.
46. The OPERATIONAL UNIT shall transmit to the COMMISSION copies of all official publications (written, visual, or sound) at least (15) working days prior to public release. Advance notice permits time for coordination of release of information where appropriate and to respond to press or public inquiries.
47. The OPERATIONAL UNIT assures to make compensation awards to victims who are non-residents of the jurisdiction on the same basis as residents of the jurisdiction. It assures that it will provide compensation to victims of Federal crimes on the same basis as provided to victims of State crimes.
48. The OPERATIONAL UNIT assures to make application forms available to all persons who request an award as a result of criminally injurious conduct which occurred within the OPERATIONAL UNIT'S jurisdiction, and that it will monitor, investigate and substantiate each claim for compensation before making an award.
49. The OPERATIONAL UNIT assures to obtain and maintain subrogation agreements and signed application forms from victims and claimants as a condition for receipt of compensation funds.
50. The OPERATIONAL UNIT assures to comply with all applicable Federal and State laws, provisions of the Arizona Crime Victim Compensation Program Rules R10-4-101 through R10-4-108 administered by the COMMISSION, and provisions of the Federal VOCA Compensation Program Guidelines (<http://www.ojp.usdoj.gov/ovc/voca/vcguide.htm>).
51. The OPERATIONAL UNIT assures to establish a Crime Victim Compensation Board in accordance with Crime Victim Compensation Program Rules, R10-4-105.
52. The OPERATIONAL UNIT assures to collect and maintain information on victims. This includes, but is not limited to, race, sex, age, handicap and residency.
53. The OPERATIONAL UNIT assures to comply with all applicable Open Meeting Laws, A.R.S. § 38-431 et seq.
54. The OPERATIONAL UNIT assures to seek all available restitution owed to the program.
55. The OPERATIONAL UNIT assures not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and 42 U.S.C. 10601 et. seq. The OPERATIONAL UNIT assures that upon receipt for a request for such information pursuant to A.R.S. § 39-121, it shall inform the party seeking

the information that the information is immune from legal process pursuant to federal law, specifically 42 U.S.C. 10604d.

56. The OPERATIONAL UNIT assures it will comply with the Administrative Guidelines in Exhibit "A".
57. 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 OPERATIONAL UNIT is a State agency this paragraph does not apply.
58. Unless the OPERATIONAL UNIT is a State agency, the OPERATIONAL UNIT shall cause its contractor(s) and subcontractors, if any to indemnify defend, save and hold harmless the State of Arizona, any jurisdictions or agency issuing any permits for any work arising out of this Agreement, and their respective directors, 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 the OPERATIONAL UNIT contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. 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 such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Insurance requirements for any contractor used by the OPERATIONAL UNIT are incorporated herein by this reference and attached to this AGREEMENT Assurance as Exhibit "B".
59. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subpts. C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of ARS § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services. 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.

"Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe

Street Act, the applicant is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary."

Link: *Limited English Proficiency A Federal Interagency Website* <http://www.LEP.gov>

60. The OPERATIONAL UNIT agrees to comply with the applicable requirements of 28 CFR 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 financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance 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 must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs receiving financial assistance from 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:** http://www.ojp.gov/about/ocr/equal_fbo.htm
61. The OPERATIONAL UNIT 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 USC 14132(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.
62. The OPERATIONAL UNIT 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 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. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against the GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
63. The OPERATIONAL UNIT must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.
64. The COMMISSION encourages the OPERATIONAL UNIT to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).

65. The OPERATIONAL UNIT 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.
66. The OPERATIONAL UNIT 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 OPERATIONAL UNIT has not complied with E-Verify, it will notify the non-compliant OPERATIONAL UNIT by certified mail of the determination and of the right to appeal the determination.
67. Pursuant to ARS § 35-391.06 and ARS § 35-393.06, the OPERATIONAL UNIT 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.
68. The OPERATIONAL UNIT 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.
69. The OPERATIONAL UNIT agrees that projects supported with these funds will coordinate with federal, state and local homeland security and pre-sale of firearms checks as appropriate.
70. The OPERATIONAL UNIT 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.
71. The OPERATIONAL UNIT agrees to ensure that, no later than the due date of the OPERATIONAL UNIT'S first quarterly report after the award is made, the OPERATIONAL UNIT and any subgrantees have a valid DUNS profile and has an active registration with the Central Contractor Registration (CCR) database.
72. 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 and expiration date. Following satisfaction of this requirement, a Grant Adjustment Notice will be issued to remove this special condition.
73. 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.

74. The GRANTEE agrees that all income generated as a direct result of a federal award shall be deemed program income. All program income must be accounted for and used for the purpose 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.

75. This Agreement is subject to cancellation pursuant to the provision of ARS § 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.

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

FOR GRANTEE:



Ed G. Rheinheimer, County Attorney 7/21/11
Date

Edward G. Rheinheimer, Cochise County Attorney

Printed Name and Title

Approved as to form and authority to enter into AGREEMENT:



Legal Counsel for OPERATIONAL UNIT 7/21/11
Date

Britt W. Hanson, Chief Civil Deputy County Attorney

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

A.R.S. §§ 11-251, -532

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

FOR CRIMINAL JUSTICE COMMISSION:

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



ARIZONA CRIMINAL JUSTICE COMMISSION
CERTIFIED ASSURANCE

Administrative Funds Guidelines
Exhibit "A"

The use of administrative monies from the Crime Victim Compensation fund is limited to costs incurred in administering the Crime Victim Compensation Program in each county. Administrative expenses are limited to a set amount approved annually by the Commission. Eligible costs may include:

- Percentage of salary for personnel involved in the administration of the Crime Victim Compensation Program as it correlates to the percentage of time spent in the function of administering Crime Victim Compensation claims and completing Crime Victim Compensation reports.
- Percentage of costs for overhead including office space and utilities that is directly connected to the administration of the Crime Victim Compensation Program.
- The percentage of cost for automated data processing equipment that is directly related to percentage of use the equipment is utilized for the administration of the Crime Victim Compensation Program.
- The percentage of office supplies and postage that are directly associated with the administration of the Crime Victim Compensation Program.
- Travel expenses connected to the Crime Victim Compensation Program, limited to:

Reimbursement of mileage, authorized per diem and lodging for in-state travel for Crime Victim Compensation Board members to attend Compensation Board meetings and Crime Victim Compensation Program training. Reimbursement will be in accordance with each county's travel regulations.

Reimbursement to staff for mileage, authorized per diem and lodging for in-state travel for Crime Victim Compensation Program training and administration of Crime Victim Compensation claims. Reimbursement will be in accordance with each county's travel regulations.

Reimbursement of travel costs, authorized per diem and lodging for out-of-state travel for two people, either staff or a Crime Victim Compensation Board member, to attend the Crime Victim Compensation National or regional training Conference each year. Reimbursement will be in accordance with each county's travel regulations.



ARIZONA CRIMINAL JUSTICE COMMISSION
CERTIFIED ASSURANCE

**Insurance Requirements
Exhibit "B"**

Insurance Requirements for Governmental Parties to a Certified Assurance:

None.

Insurance Requirements for Any Contractors Used by a Party to the Certified Assurance:

(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.

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.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Assurance 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 OPERATIONAL UNIT 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 OPERATIONAL UNIT and the Arizona Criminal Justice Commission with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Assurance. 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 Assurance must be in effect at or prior to commencement of work under this Assurance and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Assurance, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Assurance shall be sent directly to the OPERATIONAL UNIT 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 Assurance 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.