

## Staff Summary Report

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Council Meeting Date: 07-22-08

Agenda Item Number: \_\_\_\_\_

**SUBJECT:** Approval of grant award from the Arizona Criminal Justice Commission Crime Victim Assistance Program (ACJC) for the provision of victim assistance and emergency funds for CARE 7 services.

**DOCUMENT NAME:** 20080722cskb01 COMMUNITY SERVICES ADM (0701-01)

**SUPPORTING DOCS:** Yes

**COMMENTS:** Arizona Criminal Justice Commission Grant is in the amount of \$26,300.00 for FY July 1, 2008 through June 30, 2009. Required matching funds are in the amount of \$26,300.

**PREPARED BY:** Kathy Berzins, Deputy Manager Community Services, Social Services; (480) 350-5464

**REVIEWED BY:** Tom Canasi, Community Services Manager, (480) 350-5305

**LEGAL REVIEW BY:** Dave Park, Assistant City Attorney, (480) 350-8907

**FISCAL NOTE:** Sufficient funds are appropriated in cost center 2485.

**RECOMMENDATION:** Approval of this grant award to provide valuable support services to domestic violence, sexual assault, and other victims of crime.

**ADDITIONAL INFO:** These grant funds provide a part-time, bilingual Victim Advocate for victims of crime and domestic violence. This position provides timely access to crisis counseling, comprehensive information, emergency housing/shelter, food, linkage to individual/group counseling and criminal justice advocacy for victims of crime in Tempe.

# ARIZONA CRIMINAL JUSTICE COMMISSION

## GRANT AGREEMENT INSTRUCTIONS

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To help expedite your agency's receipt of grant funds, please review the grant agreement and then forward to the appropriate approval authority for execution. Funds cannot be disbursed to your agency until the Agreement is properly and fully executed.

Your agency is the GRANTEE for the purposes of this grant agreement. On the signature page, under the heading FOR GRANTEE, there are 3 lines that must be completed (Non-Profit does not need Legal Council approval).

- A. The first line is 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 in 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 in anywhere it is convenient on the signature page.
  3. 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 Criminal Justice Commission.
  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. The line requesting the signature of the **Legal counsel for GRANTEE** should be signed by 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. Non-Profit Agencies this field is not required.
- C. The final line under FOR GRANTEE refers to the Arizona Revised Statute that gives the governing body legal authority to perform the agreement activities.

**Please note that effective November 1, 1999, Arizona grant applications are no longer subject to review by state executive order 12372. There is no need to contact the clearinghouse for a State Application Identification (SAI) number.** If there are any questions regarding the execution of this agreement, please contact the Grant Coordinator at (602) 364-1146.

**ACJC COMPUTER HARDWARE AND SOFTWARE VENDOR GUIDELINES**  
**Updated - June, 2005**

**Computer Hardware**

In contracting with any computer hardware vendor, ACJC requires that the following guidelines be applied to your selection process if grant funds are used to purchase:

- If the vendor is not a local company, please ensure they have a toll free 1-800 telephone support number for you to call in problems. Ensure that their support hours cover your regular business day at minimum.
- The vendor as part of their service should provide minimum 3 years parts and labor warranty.
- An ISO9000 and/or current ISO vendor certification will ensure that the vendor has high quality standards
- If you have PC hardware repair issues, ensure that the vendor has A+ certified technician on staff.
- Use the guidelines provided by the Government Information Technology Agency (GITA) from the State of Arizona. The guideline for Platform Architecture (P720) and Platform Infrastructure (S720) can be obtained from their website at [www.azgita.gov](http://www.azgita.gov) in the category of Polices/Standards along with other helpful articles. Please note that in the GITA documents listed above, PC's are referred to as Clients.
- Purchase higher end PCs to avoid having obsolete machines prior to 3 years.
- Assume your PCs as well as other computer equipment has only a 3-year life cycle at best.
- The vendor should provide you with their own Internet Website to obtain information and product support.
- The Vendor should be able to provide a 4-hour response time to emergency repair issues if there is an existing maintenance/support contract.
- Whenever possible, work with vendors who have been in continuous business for at least 5-years and are showing a profit.

**ACJC COMPUTER HARDWARE AND SOFTWARE VENDOR GUIDELINES**  
**Updated - June, 2005**

**Computer Software**

In contracting with any computer software vendor, ACJC requires that the following guidelines be applied to your selection process if grant funds are used to purchase:

- The Vendor should have Microsoft Certified Systems Engineers (MCSE), Product Specialists (MCPS), or Certified Novell Administrators (C.N.A.), or certified UNIX Administrators to answer operating system, software products, and network questions.
- If the vendor is not a local company, please ensure they have a toll free 1-800 telephone support number for you to call in problems. Ensure that their support hours cover your regular business day at minimum.
- An ISO9000 and/or current ISO vendor certification will ensure that the vendor has high quality standards
- The vendor should provide you with their own Internet Website to obtain information and product support.
- The Vendor should be able to provide a 4-hour response time to emergency software issues if there is an existing maintenance/support contract.
- Whenever possible, work with vendors who have been in continuous business for at least 5-years and are showing a profit.
- Whenever possible, contract with vendor to obtain the source code for any custom software in case the vendor declares bankruptcy or becomes in any way insolvent.
- Make sure that any vendor provides you with the hardcopy documentation as well as all proper licensing.



# Arizona Criminal Justice Commission

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VACANT

Vice-Chairperson  
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Yuma County Sheriff

KELLY ANDERSON, Mayor  
City of Maricopa

JOHN R. ARMER  
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Maricopa County Sheriff

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Pima County Sheriff

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Attorney General

DANIEL HUGHES, Chief  
Surprise Police Department

BARBARA LAWALL  
Pima County Attorney

RICHARD MIRANDA, Chief  
Tucson Police Department

DAVID SANDERS  
Pima County Chief Probation Officer

DORA SCHRIRO, Director  
Department of Corrections

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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

June 6, 2008

Ms. Kathy Berzins  
TEMPE CITY SOCIAL SERVICES - CARE 7  
3500 S. Rural Rd., 2nd Floor  
Tempe, AZ 85283

Re: Victim Assistance Grant Number VA-09-056

Dear Ms. Berzins:

On May 22, 2008 the Arizona Criminal Justice Commission approved the Crime Victim Committee's recommendation to award \$600,100 of Crime Victim Assistance funds to Government agencies for FY09. The amount of your award is \$26,300. Other funds totaling \$26,300 are required to match this grant. The award period is July 1, 2008 to June 30, 2009.

Please find the enclosed Grant Agreement, with instructions for obtaining signatures and formal action. Please review the Agreement and *Computer Hardware and Software Vendor Guidelines*. Please return the **agreement only** with authorized signatures to the Commission office within 90 days of the award date of July 1, 2008 or the Agreement may be cancelled.

Updated quarterly financial and annual reporting forms will be available at the following link: <http://azcjc.gov/Victim/Victasst.asp>  
Forward this link information, along with a copy of the Grant Agreement to your finance department or the person responsible for completing and submitting reports. Please note that changes have been made to the financial report this year. Only reports submitted on the most recent version of the reporting form will be accepted.

If you have questions about how to manage your grant award, a user friendly version of the ACJC Grant Management Reference Manual is available under "grants/grant resources" at [www.azcjc.gov](http://www.azcjc.gov). If you need a new *Data Dictionary* it is available by calling the Commission office.

Direct Deposit of grant funds is available through the Automated Clearing House (ACH) Vendor Payments. See the enclosed information brochure and contact us if you wish to participate. This is a quick and easy way to receive your monthly payments.

If you have any questions concerning this program you may contact me at (602) 364-1155 or Larry Grubbs at (602) 364-1154.

Sincerely,

Tony Vidale, Program Manager  
Crime Victim Services

cc: Kris Scharlau

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)



ARIZONA CRIMINAL JUSTICE COMMISSION  
CRIME VICTIM ASSISTANCE  
GRANT AGREEMENT

ACJC Grant Number VA-09-056  
State Funded Grant Program

This Grant Agreement is made this 6<sup>th</sup> day of June, 2008, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and CITY OF TEMPE, through TEMPE CITY SOCIAL SERVICES - CARE 7 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, 2008 and terminate on June 30, 2009. 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 shall approve an extension that further the goals and objectives of the program and shall determine the length of the extension.
2. The GRANTEE agrees that grant funds will be used to provide services to victims of crime as stated in the grant application.
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 (30) 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:

TEMPE CITY SOCIAL SERVICES - CARE 7  
 3500 S. Rural Rd., 2nd Floor  
 Tempe, AZ 85283  
 Attn: Ms. Kathy Berzins

5. The GRANTEE agrees to submit in writing all budget adjustment requests for approval by the COMMISSION. Written approval from the COMMISSION is required before any fund expenditures are made from adjusted budget categories.

<b>APPROVED LINE ITEM PROGRAM BUDGET</b>	
Salaries & Fringe Benefits	\$26,300
Overtime	Not Approved
Professional & Outside/Consultant & Contractual Services	Not Approved
Travel In-State	Not Approved
Travel Out-of-State	Not Approved
Operating Expenses	Not Approved
Equipment (Type: )	Not Approved
<b>TOTAL</b>	<b>\$26,300</b>
<b>Personnel Positions Funded:</b>	
1.0-FTE CARE 7 Crisis Response Program Personnel	

6. It is agreed and understood that the total to be paid by the COMMISSION under this Agreement shall not exceed \$26,300 in State funds. \$26,300 in local matching funds will be supplied by the GRANTEE from City General Funds.
7. The GRANTEE understands that grant funds will be paid in quarterly allotments through the grant period of award.
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 abide by 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.
10. 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.
11. 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.

12. The GRANTEE agrees to follow its own agency equipment disposition policies when the equipment is no longer needed for the grant program. If the GRANTEE 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>
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.
14. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having first hand knowledge of the work performed by the grant funded employees.
15. 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 Circular A-133* <http://www.whitehouse.gov/omb/circulars/index.html>
16. 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. 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:

<b>Report Period:</b>	<b>Due Date:</b>
July 1, 2008 to September 30, 2008	October 31, 2008
October 1, 2008 to December 31, 2008	January 31, 2009
January 1, 2009 to March 31, 2009	April 30, 2009
April 1, 2009 to June 30, 2009	August 15, 2009
Annual Report	August 15, 2009

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

17. The GRANTEE assures that it will collect and maintain information on victim services provided by ethnicity, sex, age and disability.
18. The GRANTEE agrees to expend all encumbered funds within 60 days of the expiration of this award and to remit all unexpended grant funds to the COMMISSION within 30 days of written request received by the COMMISSION.
19. 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.
20. All goods and services must be paid by the GRANTEE within 60 days of the expiration of this award.
21. The GRANTEE agrees to obtain COMMISSION approval for all sole-source procurements in excess of \$100,000.
22. The GRANTEE agrees to obtain COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$450 per day.

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23. The GRANTEE agrees to utilize the *Computer Hardware and Software Vendor Guidelines* distributed by the COMMISSION when purchasing hardware and software with grant funds.
  24. The GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
  25. No funds shall be used to supplant Federal, State, county or local funds that would otherwise be made available for such purposes.
  26. 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.
  27. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et seq.
  28. 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 provided in paragraph 27 of this Agreement pertaining to disputes which are subject to arbitration.
  29. 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.
  30. 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.
  31. 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.

32. Unless GRANTEE is a State agency, GRANTEE 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 GRANTEE'S 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 judgement costs where this indemnification is applicable. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
33. The GRANTEE agrees to comply with the applicable laws and provisions of the Arizona Crime Victim Assistance Program Rules, R10-4-201 through R10-4-204 of the Crime Victim Assistance program administered by the COMMISSION.
34. 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.  
**Link:** *Data Dictionary* <http://www.azcjc.gov>
35. If the GRANTEE is a governmental political subdivision, the GRANTEE agrees to utilize the Global Justice XML Data Model (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>
36. If the GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical integrate their criminal justice records system with other criminal justice agency record systems in the state. This will enhance the overall effectiveness of the Arizona Criminal Justice Records System.
37. 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.

38. The GRANTEE agrees to comply with all Federal Civil Rights Laws, including 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; The Age Discrimination Act of 1975; 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 COMMISSION.
39. The GRANTEE agrees to notify the COMMISSION in writing within ten (10) days in the event that the project official is replaced during the award period.
40. The GRANTEE agrees to comply with all grant management criteria included in the latest version of the ACJC Grant Management Reference Manual.  
**Link:** *ACJC Grants Management Reference Manual* <http://azcjc.gov/Grants/>
41. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
42. 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.
43. 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 service required under this Agreement.
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.
45. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.
46. This Agreement may be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
47. 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.

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

**FOR GRANTEE:**

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Mayor Or City Manager

Date

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the Commission with the signed Agreement.

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

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Legal counsel for GRANTEE

Date

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

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

**FOR CRIMINAL JUSTICE COMMISSION:**

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

Date



ARIZONA CRIMINAL JUSTICE COMMISSION  
GRANT AGREEMENT

**Insurance Requirements  
Exhibit "A"**

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**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.

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. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the Grant Agreement.

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

All certificates required by this Contract shall be sent directly to the GRANTEE. The State of Arizona 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 Contract 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.