

ARIZONA DEPARTMENT OF ADMINISTRATION
GRANTS & SPECIAL PROGRAMS
GRANT AGREEMENT

Grant Number: ADOA-GAO-FIMA-36

This Grant Agreement (“**Agreement**”) is between the Glendale Arizona Fire Department, (“**Grantee**”), participating and the State of Arizona, acting through the Arizona Department of Administration (“**ADOA**”), (sometimes, individually, a “**Party**,” or collectively, “**Parties**”).

AUTHORIZATION

1. Laws 2022, Ch.313, Sec. 2 of the Second Regular Session authorizes ADOA to administer the Fire Incident Management Grant.

BACKGROUND

2. Laws 2022, Ch.313, Sec. 2 enables the Arizona Department of Administration to administer a grant program that supports the implementation of a comprehensive fire incident management and response system, by enabling the deployment of a secure platform and providing a collaboration and communication solution. This Agreement sets forth the terms and conditions under which the Grantor will provide funding to the Grantee for the implementation of the Program's objectives, as detailed in the Grantee's proposal.

PURPOSE OF THE AGREEMENT

3. The purpose of this agreement is to establish the terms and conditions under which the Department of Administration (the “Grantor”) will distribute funding per Laws 2022, Ch.313, Sec. 2.

TERM, EFFECTIVE DATE

4. Term and Effective Date: This Agreement will commence on October 1, 2024 and terminate on September 30, 2027. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained by ADOA. A request for an extension must be received by ADOA, thirty (30) days prior to the end of the award period. ADOA in its sole discretion may approve an extension to further the goals and objectives of the program, and determine the length of any extension.

OBLIGATIONS OF THE PARTIES

5. Responsibilities of the Grantee:
 - 5.1. In relation to the Fire Incident Management Grant program, the Grantee shall undertake the following responsibilities:
 - Program Implementation: The Grantee shall use the Grant funds exclusively for implementing the approved program as outlined in their proposal, ensuring compliance with the objectives and requirements specified therein.
 - Financial Management: The Grantee shall manage the Grant funds responsibly, allocating resources in accordance with the approved budget and ensuring that expenditures directly support the program's objectives.
 - Compliance with Laws and Regulations: The Grantee shall comply with all applicable federal, state, and local laws and regulations, including procurement and environmental regulations, throughout the program's implementation.
 - Reporting: The Grantee shall provide the Grantor with annual progress reports, financial reports, and any other documentation required by the Grantor to monitor and evaluate the program's success.

- Recordkeeping: The Grantee shall maintain accurate and complete records of all activities, expenditures, and outcomes related to the program for a specified period after the end of the grant term or as required by applicable law.
 - Cooperation with Monitoring and Evaluation: The Grantee shall cooperate with the Grantor during any monitoring and evaluation processes, providing access to relevant personnel, documents, and facilities as needed.
 - Communication and Collaboration: The Grantee shall actively engage with relevant stakeholders, including other fire and law enforcement agencies, to promote information sharing, collaboration, and coordination throughout the program's implementation.
 - Sustainability: The Grantee shall develop and implement strategies to ensure the long-term sustainability and impact of the program, including securing additional funding, if necessary, and fostering partnerships with other organizations.
 - By fulfilling these responsibilities, the Grantee demonstrates their commitment to the successful execution of the Fire Incident Management Grant program and their dedication to enhancing the capabilities of fire and law enforcement agencies within the state of Arizona.
- 5.2. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADOA-approved payments. Reports are due pursuant to the schedule listed in this agreement.
 - 5.3. The final request for reimbursement of grant funds must be received by ADOA no later than forty-five (45) days after the last day of the award period.
 - 5.4. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.
 - 5.5. Grantee agrees to remit all unexpended grant funds to ADOA within thirty (30) days of written request received from ADOA.
 - 5.6. Grantee agrees that all encumbered funds must be expended and that goods and services must be paid within forty-five (45) days of expiration of this award.
 - 5.7. Grantee understands that grant funds may not be released until Grantee is compliant with all requirements of grant agreement.
 - 5.8. It is agreed and understood that the total to be paid by ADOA under this Agreement shall not exceed \$408,000 in state funds.
 - 5.9. Once the financial reimbursement request is approved by ADOA, payment to Grantee will be completed within 10 business days.

5.10.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual/Outside Services	\$408,000
Construction	\$0.00
Other Costs	\$0.00
Total	\$408,000

6. In relation to the Fire Incident Management Grant program, the Arizona Department of Administration, as the Grantor, shall undertake the following responsibilities:
- **Grant Disbursement:** The Grantor shall disburse the Grant funds to the Grantee in accordance with the terms and conditions set forth in the Agreement, ensuring timely and efficient allocation of resources.
 - **Monitoring and Evaluation:** The Grantor shall monitor the progress of the program by reviewing the Grantee's periodic reports, conducting site visits, and assessing the Grantee's performance against established objectives and performance measures.
 - **Communication and Collaboration:** The Grantor shall maintain open lines of communication with the Grantee, addressing any concerns or challenges that may arise and facilitating collaboration among stakeholders to promote the program's success.
 - **Amendment and Modification:** The Grantor reserves the right to amend or modify the Agreement in consultation with the Grantee, as needed, to accommodate changes in the program's scope, objectives, or requirements.

UNIFORM TERMS AND CONDITIONS

7. Grant Administration and Operation

- 7.1. Records. Under A.R.S. § 35-214 and § 35-215, the Grantee shall retain any and all Data and other “records” relating to the acquisition and performance of the agreement for a period of five (5) years after the completion of the award. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the grantee shall produce a legible copy of any or all such records.
- 7.2. Non-Discrimination. The grantee shall comply with State Executive Orders No. 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 7.3. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this agreement and five (5) years thereafter, the grantee’s books and records shall be subject to audit by the State and, where applicable,

the Federal Government, to the extent that the books and records relate to the performance of the agreement.

- 7.4. Facilities Inspection and Materials Testing. The grantee agrees to permit access to its facilities, and the grantee's processes or services, at reasonable times for inspection of the facilities or Materials covered under this award. The State shall also have the right to test, at its own cost, the Materials to be supplied under this award. Neither inspection of the grantees facilities nor Materials testing shall constitute final acceptance of the Materials or Services.
- 7.5. Advertising, Publishing and Promotion of Award. The grantee shall not use, advertise or promote information for commercial benefit concerning this award without the prior written approval of the Grants Administrator.
8. Federal Immigration and Nationality Act. Grantee shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the award. The State shall retain the right to perform random audits of grantee records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the grantee be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the award for default and suspension.
9. E-Verify Requirements. In accordance with A.R.S. § 41-4401, grantee warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
10. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:
 - Accept a decrease in award offered to the grantee;
 - Cancel the award; or
 - Cancel the award and re-solicit the requirements.
11. Personnel. Grantee warrants that its personnel will perform their duties under the agreement in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the award. Grantee further warrants that its key personnel will maintain any and all certifications relevant to their work, and grantee shall provide individual evidence of certification to State's authorized representatives upon request.
12. False Statements. Grantee represents and warrants that all statements and information grantee prepared and submitted in response to the Solicitation or as part of the grantee documents are current, complete, true, and accurate. If the Grants Administrator determines that grantee submitted an application with a false statement, or makes material misrepresentations during the performance of the award, the Grants Administrator may determine that grantee has materially breached the agreement and may void the submitted application and any resulting agreement.
13. Agreement Termination
 - 13.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this agreement within three (3) years after agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State is or becomes at any time while the agreement or an extension of the agreement is in effect an employee of or a consultant to any other party to this agreement with respect to the subject matter of the agreement. The cancellation shall be effective when the grantee receives written notice of the cancellation unless the notice specifies a later time. If the grantee is a political subdivision of the State, it may also cancel this award as provided in A.R.S. § 38-511.

- 13.2. Termination for Convenience. The State reserves the right to terminate the agreement, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the grantee shall stop all work, as directed in the notice, notify all contractors of the effective date of the termination and minimize all further costs to the State. The grantee shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.
- 13.3. Termination based on Availability of Funds. In accordance with ARS § 35-154, every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
14. Arbitration. The parties to this agreement agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (A.R.S. Title 41).
15. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.
16. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.
17. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.
18. Any change, modification, or extension of this Agreement must be submitted through ADOA's online grant management system, eCivis, and approved by ADOA.
19. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.
20. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.
21. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.
22. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.
23. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

24. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.
25. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.
26. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.
27. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for ADOA 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.
28. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

A. If to the Grants Office:

Arizona Department of Administration
Division of Business and Finance
100 North 15th Avenue, Suite 302
Phoenix, AZ 85007
Attention: Michael Gurr

B. If to the Grantee:

Glendale Arizona Fire Department
11550 W. Glendale Avenue
Glendale, AZ 85307

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

FOR GRANTEE:

Ryan Freeburg, Fire Chief Date

Kevin R. Phelps City Manager Date

ATTEST:

Julie K. Bower, City Clerk (SEAL)
APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

FOR ARIZONA DEPARTMENT OF ADMINISTRATION:

Arizona Department of Administration Date