

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF AVONDALE, THE CITY OF BUCKEYE, THE CITY OF GOODYEAR,
MARICOPA COUNTY
AND THE STATE OF ARIZONA
ACTING BY AND THROUGH DEPARTMENT OF CHILD SAFETY TO PROVIDE
INTEGRATED SERVICES TO CHILDREN AND FAMILIES**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into on the date of the last signature below, by and among the City of Avondale, an Arizona municipal corporation ("Avondale"), the City of Buckeye, an Arizona municipal corporation ("Buckeye"), the City of Goodyear, an Arizona municipal corporation ("Goodyear") and Maricopa County, Arizona, an Arizona municipal corporation, acting by and through the Maricopa County Sheriff's Office ("Maricopa") (collectively identified as the "Partnering Agencies") and the State of Arizona acting by and through the Department of Child Safety, ("DCS") to provide integrated services to children and families.

RECITALS

WHEREAS, DCS is duly authorized to execute and administer the Agreement under ARIZ. REV. STAT. § 8-453.

WHEREAS, DCS, Avondale, Buckeye, Goodyear and Maricopa have authority to enter into the Agreement pursuant to ARIZ. REV. STAT. § 11-952.

WHEREAS, the Partnering Agencies have entered into prior Intergovernmental Agreements with respect to the operation of a domestic violence victim advocacy center located at 2333 N. Pebble Creek Parkway, Suite A-200 (the "Center") for the provision of services to and for child and adult victims of physical abuse, sexual abuse and domestic violence. ("Center IGA").

WHEREAS, in the Center IGA, the Partnering Agencies have agreed with respect to the operation of Center that Avondale shall be the day-to-day manager of the Center. As the day-to-day manager, Avondale shall be responsible for office and facility related concerns.

WHEREAS, the Partnering Agencies desire to participate in the shared use of the Center with DCS to provide on-site agency collaboration through the use of multi-disciplinary team approach for the prevention, investigation, assessment, protection, treatment and referral for prosecution of matters related to the sexual and physical abuse of children and adults including domestic violence matters (the "Services").

WHEREAS, DCS desires to participate in the shared use of the Center to promote the safety, well-being and self-sufficiency of children, adults and families to further its vision that every child, adult and family in the State of Arizona will be safe and economically secure.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Partnering Agencies and DCS agree as follows:

1. Term.

- 1.1.** The initial term of the Agreement shall begin on January 1, 2024 and shall be for a period of three years, unless terminated by DCS or one of the Partnering Agencies pursuant to the termination provisions herein.

2. Applicable Law; Venue.

- 2.1.** In the performance of the Agreement, all parties to the Agreement shall abide by and conform to any and all laws of the United States and State of Arizona including, but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement.
- 2.2.** The Agreement shall be governed by the laws of the State of Arizona and lawsuit pertaining to the Agreement may be brought only in courts in the State of Arizona.

3. Location of Center. The Partnering Agencies intend to operate the Center in a leased building located at 2333 N. Pebble Creek Parkway, Suite A-200 Goodyear, Arizona, or any other facility mutually agreed upon by the Partnering Agencies (the "Center").

4. Joint Use of Center.

- 4.1.** The Partnering Agencies agree to provide space at the Center to DCS in exchange for the delivery of expedited multi-level service in order to facilitate and assist DCS in the mission of promoting the safety, well-being and self-sufficiency of children, adults and families.
- 4.2.** The space to be provided will be a quality standard working environment which will provide protection of the general health and welfare of DCS employees and will comply with the Uniform Building Code, American's with Disability Act, National Fire Protection Agency (NFPA) Code and any other codes or ordinances enforced by the local jurisdiction.

- 4.3. DCS shall be provided six (6) dedicated workstations and a manager's office space within the Center ("Designated Space").
- 4.4. The Partnering Agencies shall provide use of the Designated Space to DCS free of charge.
- 4.5. The Partnering Agencies have developed and approved the Center Operations Manual which sets forth the multidisciplinary team concept adopted and required by the Maricopa County Attorney's Office for Advocacy Centers. All DCS employees assigned to the Center shall comply with the Center Operations Manual.

5. Furnishings/Equipment.

- 5.1. DCS agrees to use its own furnishings, equipment and computer systems. At the termination of this agreement, DCS agrees to remove their furnishings, equipment and computer systems.
- 5.2. DCS shall be responsible for maintaining its own furnishings, equipment and computer systems and shall reasonably clean, maintain and repair the Designated Space at its own expense during the term of the Agreement.

6. Background Check of Onsite Center DCS Employees

- 6.1. DCS shall submit written certification that an on-site employee has completed and passed a background check. This certification shall be provided to the Avondale Police Chief/Center Director prior to the on-site employee beginning his or her assignment at the Center. This written certification shall be provided at least 30 days prior to the on-site assignment.

7. Indemnification.

- 7.1. To the extent permitted by law, each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Party and its officials, officers, employees, volunteers and agents (collectively, "Indemnitees") 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 are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties become subject to this indemnity provision, the Parties to this Agreement that are the subject of such Claim or Claims shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages.
- 7.2. These obligations shall survive termination of this Agreement.

- 7.3. In the event of any lawsuit that names the Center, DCS or more than one Partnering Agency as a defendant ("Defendant Party" or "Defendant Parties"), the Defendant Parties shall seek to secure an allocation of comparative negligence among themselves where appropriate and each Defendant Party shall provide contribution to each other Defendant Party to the extent of the comparative allocation.

8. Insurance.

- 8.1. Maricopa County is self-insured and can provide a letter of self-insurance for the following upon request.
- 8.2. Each Party agrees to procure and maintain for the duration of the Agreement, insurance against claims for injury to persons or damage to property that may arise from or in connection with this Agreement.
- 8.3. The insurance requirements contained in this Agreement are minimum requirements and in no way limit the indemnity covenants contained in this Agreement. The Agencies in no way warrant that the minimum limits are sufficient to protect the Parties from liabilities that might arise out of this Agreement. The Parties are free to purchase additional insurance as they deem necessary.
- 8.4. Minimum Scope and Limits of Insurance: Each Party shall provide coverage with limits of liability not less than those stated below:

Commercial General Liability – Occurrence Form. Policy shall include bodily injury, property damage, personal injury, and broad form contractual liability coverage.

General Aggregate \$2,000,000

Each Occurrence \$1,000,000

- 8.5. Workers' Compensation Insurance. Each Party shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over each Agencies employees engaged in the performance of work or services under this Agreement and shall also maintain Employers' Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.
- 8.6. Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits without ten (10) business days' written notice from the insurer to the Agencies. Notice shall be mailed directly to the Agencies and shall be sent by certified mail, return receipt requested
- 8.7. Acceptability of Insurers: Insurance coverage must be provided by an insurance company admitted to do business in Arizona and rated A-VII or better by AM Best's Insurance Rating or by a risk retention pool authorized pursuant to A.R.S. § 11-952.01.

- 8.8. A party to this Agreement that is self-insured shall provide a Certificate of Self-Insurance showing no less than the minimum CGL and Workers' Compensation limits listed in this section.

9. Joint Venture.

- 9.1. The Parties agree that they are not joint employers for the purpose of workers' compensation coverage and that any Partnering Agency employee assigned to the Center shall remain an employee of such Partnering Agency.
- 9.2. To the extent that employees of one Party perform duties on behalf of another Party, such employee shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws.
- 9.3. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each Partnering Agency shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022.
- 9.4. Each party shall have total responsibility for their respective employees for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, all taxes and premiums appurtenant, and automobile insurance thereto concerning such individuals and shall save and hold the other parties harmless with respect thereto.

10. **Non-Discrimination.** Contractor shall comply with Executive Orders 2009-09, 2023-1 and 2023-9, which mandate that all hiring, promotion, recruitment, compensation and tenure is on the basis of merit and qualifications, is in accordance with all existing Federal, State, and local laws, rules, policies, or executive orders, and prohibits discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, marital status, or on hair texture and protective styles, such as braids, locs, twists, knots and headwraps (unless such hair texture or style would violate health or safety standards required for operational purposes). Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against on any such basis.

11. **Amendment.** The Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of Avondale, Buckeye, Goodyear, Maricopa and DCS.

12. **Relationship of the Parties; Authority.** All parties to the Agreement shall act in its individual capacity and not as an agent, employee, partner, joint venture, associate, or any other

representative capacity of the other. All parties shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein.

13. **Integration.** The Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto with respect to the subject matter hereof and revoked and superseded by this Agreement, and not representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements. This Agreement may not be changed, modified, or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.
14. **Termination of Agreement.**
 - 14.1. In the event any Partnering Agency terminates its participation in the Center IGA, then that Partnering Agency also terminates its participation in this Agreement. The Partnering Agency shall also provide not less than 30 days written notice of the intent to terminate this Agreement.
 - 14.2. DCS may terminate participation in this Agreement prior to the end of the current term by providing not less than 30 days written notice of the intent to terminate.
15. **Attorneys' Fees.** In the event legal action is brought or an attorney is retained by any party to the Agreement to enforce the terms of the Agreement or to collect any monies due hereunder, or to collect money damages for breach thereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court cost of investigation and other related expenses incurred in connection therewith.
16. **Arbitration.** The parties to the Agreement agree to resolve all disputes arising out of or relating to the Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARIZ. REV. STAT. § 12-1518(B), except as may be required by other applicable statutes (Title 41).
17. **Severability.** If any provision of the Agreement is declared void or unenforceable, such provision shall be deemed severed from the Agreement, which shall otherwise remain in full force and effect.
18. **No Assignment.** Neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other.

19. **Waiver.** Failure of any party to exercise any right or option arising out of a breach of the Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.
20. **Counterparts.** The 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 original hereof. Faxed, copied, electronic and scanned signatures are acceptable as original signatures.
21. **Captions.** Captions and section headings used herein are for convenience only and are not a part of the Agreement and shall not be deemed to limit or alter any provisions hereof and shall not be deemed relevant to construing the Agreement.
22. **Notices and Requests.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (c) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Avondale:

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: City Manager

If to Buckeye:

City of Buckeye
530 E. Monroe Ave.
Buckeye, AZ 85326
Attn: City Manager

If to Goodyear:

1900 N. Civic Square
Goodyear, AZ 85395
Attn: City Manager

If to the Maricopa:

550 W. Jackson Street
Phoenix, AZ 85003
Attn: County Manager

State of Arizona

Department of Child Safety

PO Box 6030, S/C C010-23

Phoenix, Arizona 85005-6030

Attn: DCS Director

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice. Faxed, copied, electronic and scanned signatures are acceptable as original signatures.

- 23. Cancellation.** The Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. Either party may cancel the Agreement without penalty or further obligations by the party or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the party or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Consultant to any other party of the Agreement with respect to the subject matter of the Agreement.
- 24. Continuation Subject to Appropriation.** The performance by all parties to the Agreement of its obligations under the Agreement is subject to actual availability of funds appropriated by each party for such purposes. All parties to the Agreement shall be the sole judge and authority in determining the availability of funds under the Agreement and each party shall keep the other parties fully informed as to the availability of funds for its obligations. The obligation of each party to fund any obligation pursuant to the Agreement is a current expense of such party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the party. If the Council of Avondale, Buckeye, Goodyear, Maricopa or State Legislature of the State of Arizona fails to appropriate money sufficient to meet its obligations as set forth in the Agreement during any immediately succeeding fiscal year, the Agreement shall terminate at the end of then-current fiscal year and all parties to the Agreement shall thereafter be relieved of any subsequent obligation under the Agreement.

25. Miscellaneous.

- 25.1.** Records. All books, accounts, reports, files and other records of either party relating to the Agreement or the work done under the Agreement shall be subject at all reasonable times to inspection and audit by all parties to the Agreement. Such records shall be available for inspection upon five business days' notice to the Center's day-to-day manager.
- 25.2.** Personal Use of Contracts. State employees and public officers shall not be permitted to purchase materials or services under the Agreement for their own personal or business use unless authorized in writing by the Director of the Arizona Department of Administration, pursuant to A.A.C. R2-7-204.
- 25.3.** IT 508 Compliance. Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this solicitation shall comply with ARIZ. REV. STAT. §§18-131 and 18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.
- 25.4.** Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under the Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back up services or services that are incidental to the performance of the Agreement. This provision applies to work performed by subcontractors at all tiers.
- 25.5.** Federal Immigration and Nationality Act. By entering into the Agreement, all parties to the Agreement warrant compliance with the ARIZ. REV. STAT § 41-4401, Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations related to the immigration status of its employees. These warranties shall remain in effect through the term of the Agreement.

- 26. Exhibits.** To the extent applicable to the Agreement, the Partnering Agencies and DCS shall comply with the provisions set forth in **Exhibit A** and **Exhibit B**. These exhibits are incorporated into this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, all Parties to the Agreement hereto have executed the Agreement on the dates set forth below.

“Avondale”

CITY OF AVONDALE, an Arizona
municipal corporation

Ron Corbin, City Manager

Date: _____

ATTEST:

Marcella Sarmiento, City Clerk

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) she has reviewed the above Agreement on behalf of her client and (ii) as to her client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Nicholle Harris, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“Buckeye”

CITY OF BUCKEYE, an Arizona
municipal corporation

Daniel Cotterman, City Manager

Date: _____

ATTEST:

Buckeye City Clerk

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above Agreement on behalf of his client and (ii) as to his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

K. Scott McCoy, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“Goodyear”

CITY OF GOODYEAR, an Arizona
municipal corporation

Wynette Reed, City Manager

Date: _____

ATTEST:

Darcie McCracken, City Clerk

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above Agreement on behalf of his client and (ii) as to his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Roric V. Massey, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“Maricopa”

COUNTY OF MARICOPA, ARIZONA, an Arizona
municipal corporation

Jack Sellers, Chairman, Board of Supervisors

Date: _____

ATTEST:

Juanita Garza, Clerk of the Board

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) she/he has reviewed the above Agreement on behalf of her/his client and (ii) as to her/his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

County Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“DCS”

STATE OF ARIZONA DEPARTMENT OF CHILD SAFETY

By:_____

Name:_____

Title:_____

Date:_____

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) she/he has reviewed the above Agreement on behalf of her/his client and (ii) as to her/his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____,
Assistant Attorney General

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF AVONDALE, THE CITY OF BUCKEYE, THE CITY OF GOODYEAR
MARICOPA COUNTY
AND THE STATE OF ARIZONA
ACTING BY AND THROUGH DEPARTMENT OF CHILD SAFETY

[Procurement]

See following pages.

- (i) Contract provisions. A grantee's and sub-grantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.
- (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- (2) Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees)
- (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and sub-grantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub-grants of amounts in excess of \$100,000)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8069, Mar. 11, 1988, as amended at 60 FR 19639, 19643, Apr. 19, 1995]

**EXHIBIT B TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE, THE CITY OF BUCKEYE, THE CITY OF GOODYEAR,
MARICOPA COUNTY
AND THE STATE OF ARIZONA
ACTING BY AND THROUGH DEPARTMENT OF CHILD SAFETY**

[Retention and Access Requirements for Records]

See following pages.

29 CFR 97.42 - Retention and access requirements for records, Section Number: 97.42, Section Name: Retention and access requirements for records.

(a) Applicability.

(1) This section applies to all financial and programmatic records, supporting documents, statistical records, and other records of grantees or sub-grantees which are:

(i) Required to be maintained by the terms of this part, program regulations or the grant agreement, or

(ii) Otherwise reasonably considered as pertinent to program regulations or the grant agreement.

(2) This section does not apply to records maintained by contractors or subcontractors. For a requirement to place a provision concerning records in certain kinds of contracts, see Sec. 97.36(i)(10).

(b) Length of retention period.

(1) Except as otherwise provided, records must be retained for three years from the starting date specified in paragraph (c) of this section.

(2) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

(3) To avoid duplicate recordkeeping, awarding agencies may make special arrangements with grantees and sub-grantees to retain any records which are continuously needed for joint use. The awarding agency will request transfer of records to its custody when it determines that the records possess long-term retention value. When the records are transferred to or maintained by the Federal agency, the 3-year retention requirement is not applicable to the grantee or sub-grantee.

(c) Starting date of retention period

(1) General. When grant support is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day the grantee or sub-grantee submits to the awarding agency its single or last expenditure report for that period. However, if grant support is continued or renewed quarterly, the retention period for each year's records starts on the day the grantee submits its expenditure report for the last quarter of the Federal fiscal year. In all other cases, the retention period starts on the day the grantee submits its final expenditure report. If an expenditure report has been waived, the retention period starts on the day the report would have been due.

(2) Real property and equipment records. The retention period for real property and equipment records starts from the date of the disposition or replacement or transfer at the direction of the awarding agency.

(3) Records for income transactions after grant or subgrant support. In some cases grantees must report income after the period of grant support. Where there is such a requirement, the retention period for the records pertaining to the earning of the income starts from the end of the grantee's fiscal year in which the income is earned.

(4) Indirect cost rate proposals, cost allocations plans, etc. This paragraph applies to the following types of documents, and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(i) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the grantee) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(ii) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the grantee) for negotiation purposes, then the 3-year retention period for the proposal plan, or computation and its supporting records starts from end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

(d) Substitution of microfilm. Copies made by microfilming, photocopying, or similar methods may

be substituted for the original records.

(e) Access to records

(1) Records of grantees and subgrantees. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

(2) Expiration of right of access. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

(f) Restrictions on public access. The Federal Freedom of Information Act (5 U.S.C. 552) does not apply to records Unless required by Federal, State, or local law, grantees and sub-grantees are not required to permit public access to their records.