

SUBGRANTEE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of April, 2012, by and between The City of Maricopa, ARIZONA, an Arizona municipal corporation ("City"), and MARICOPA UNIFIED SCHOOL DISTRICT #20, a subdivision of the State of Arizona ("Subgrantee").

WHEREAS, the parties are desirous of entering into an agreement for the City to provide Secure Our Schools grant money to Subgrantee for the purchase of cameras ("Project") for Maricopa Wells and Desert Wind Middle Schools; and

WHEREAS, such cameras are to be used for the sole purpose of security at the Maricopa Wells and Desert Wind Middle Schools or will be forfeited to City for disposition.

NOW, THEREFORE, in consideration of the mutual promises and considerations set forth below, the parties agree to the following:

1. PROJECT COORDINATOR: The designated contact person within the Financial Services Department for this grant shall be Mary Witkofski, Grants Manager, Financial Services Department, whose phone number is 520/316.6844, and fax number is 520/316.6859.

2. PURPOSE: To provide funding for the Project.

3. CONTRACT TERM: The term of this Agreement shall run from **January 1, 2012, to August 31, 2012**, unless subsequently amended pursuant to Section 23 of the Terms of this Agreement.

4. SCOPE OF PROJECT: The Subgrantee shall comply with the scope of the Project as described in Exhibit A, attached hereto and by this reference made a part hereof.

5. PROJECTS FUNDED: The City shall provide funding for the Project described in Exhibit A, Scope of Project, if, when, and to the extent that adequate grant or other pass-through funds are available and activities under this Agreement are conditioned upon continued full and timely City receipt of grant funds.

6. BUDGET: Grant funds in the amount of Fifty Thousand Six Hundred Thirty Two and 00/100 Dollars (\$50,632.00) have been obtained for the Project. The City shall provide an amount of Twenty Five Thousand Six Hundred Thirty Two and 00/100 Dollars (\$25,632.00) for the Project, in accordance with this Agreement. Subgrantee shall contribute an amount of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) and shall pay for any and all additional expenditures necessary to complete Project.

7. BILLINGS: The City will invoice Subgrantee for payment in full when the Project is received, but in no event shall such invoice be submitted to Subgrantee later than June 30, 2012.

8. RECORDS: The Subgrantee shall maintain and retain thorough records of all project business transactions and activities for at least five (5) years from the end of the year in which the transactions, activities and expenditures took place. Subgrantee shall give the City and U.S. Department of Justice, through any authorized representatives, access to and the right to examine and copy all records, books, papers or documents relating to or arising from all Subgrantee operations funded in whole or in part under this Agreement, during the term of this Agreement and for a period of four (4) years following the termination of this Agreement. Subgrantee shall also adhere to all record keeping and access requirements set out in the Secure Our Schools Grant, which is hereby incorporated into this Agreement by reference.

9. REPORTS: The City will require reports in writing on a quarterly basis; such reports shall be submitted by the Subgrantee to the City in a form determined by the City within designated timeframes as

established by the City. Subgrantee shall also adhere to all reporting requirements set out in the Secure Our Schools Grant, which is hereby incorporated into this Agreement by reference.

10. MONITORING: The City shall have the authority to monitor Subgrantees to ensure compliance with applicable federal requirements and achievement of Agreement and Project goals, and the Subgrantee shall take all reasonable measures and efforts to cooperate with the City in its efforts to monitor contract compliance and service delivery.

11. INFORMATION: Subject to such rules, regulations and restrictions of confidentiality that may apply by law to the parties and their personnel and clients, the City and U.S. Department of Justice shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, materials or other information prepared under or in conjunction with this Agreement.

12. AUDIT: Subgrantee shall provide the Financial Services Department of the City of Maricopa, P.O. Box 610, Maricopa, AZ 85138, with a copy of any financial audit of the Project, or portion thereof. Any such audit shall be performed and reported as set out in the Secure Our Schools Grant, which is hereby incorporated into this Agreement by reference.

13. CONFLICT OF INTEREST: Subgrantee shall establish safeguards to prohibit its employees, board members, advisors and agents from using their positions for any purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Said safeguards should be substantially designed and executed to prevent actual violations of applicable conflicts of interest laws. Subgrantee shall disclose in writing to the City any conflict of interest or potential conflict of interest described above, immediately upon discovery of such.

14. INDEPENDENT CONTRACTOR: For the purpose of this Agreement, Subgrantee shall at all times during Subgrantee's performance under this Agreement retain Subgrantee's status as independent contractor. Subgrantee's employees shall under no circumstances be considered or held to be employees or agents of City, and City shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of them or Subgrantee.

15. NO THIRD PARTY BENEFICIARIES: Nothing contained herein, or any of the obligations of the parties hereunder, shall in any manner inure to the benefit of third parties, unless otherwise agreed to in writing by authorized officers of the parties.

16. INDEMNIFICATION: Subgrantee shall defend, indemnify, and hold City, its officers and employees harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including attorneys' fees, which arise out of, or is in any way connected with the performance under this Agreement by Subgrantee, or any of Subgrantee's principals, employees, agents or subconsultants, and from all claims by Subgrantee's employees, subconsultants and agents for compensation for services rendered to Subgrantee in the performance of this Agreement, notwithstanding that City may have benefited from their services. This indemnification provision shall apply to any and all acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Subgrantee or Subgrantee's employees, subconsultants or agents. This section shall survive the expiration or early termination of the Agreement. The Subgrantee agrees that said indemnification shall extend to any claim asserted against the City by the U.S. Department of Justice as a result of this Agreement or the grant made pursuant hereto, regardless of the fault or non-fault of Subgrantee in connection with such claim.

17. INSURANCE: As required by the City's Risk Manager, the Subgrantee shall maintain loss insurance as required in the Secure Our Schools Grant, which is hereby incorporated into this Agreement by reference. Each policy and each required certificate of policy existence, termination dates and conditions, terms and coverages shall provide that the insurer shall notify the City's Risk Management Division in writing no less than ten (10) days prior to the effective date of any cancellation, termination, expiration, or change. Such insurance shall be in forms and amounts and coverages as required by the City's Risk Manager and each policy shall name

the City as an additional insured. In addition, such insurance shall be expressly primary and any insurance carried by the City shall be excess and not contributing. This Agreement shall be of no force or effect until a copy of an appropriate and sufficient subject insurance policy or certificate thereof is delivered to the City's assigned Project Coordinator.

18. INCORPORATED BY REFERENCE: The Subgrantee shall administer this Agreement in compliance with all applicable federal, State of Arizona, and City of Maricopa laws, ordinances, and regulations, including but not limited to the federal regulations listed within this Agreement and within the Secure Our Schools Grant, which is hereby incorporated into this Agreement by reference.

19. REDUCTION IN ADMINISTRATIVE COMPENSATION: In the event that the U.S. Department of Justice should, for any reason, reduce or eliminate the City's funding under this Agreement, the City reserves the right to renegotiate the amount of compensation due the Subgrantee for the Scope of Project due from the Subgrantee as provided herein, or to terminate this Agreement for cause pursuant to the paragraph entitled "Termination for Cause" herein below, in the event no amended Agreement can be reached between the parties within sixty (60) days after notice of such change in anticipated funding.

20. TERMINATION FOR CAUSE: The City shall have the right to terminate this Agreement for cause in the event: Subgrantee fails to fulfill in timely or satisfactory manner any of the significant and substantial obligations set forth in its Scope of Project as set forth in Exhibit A (attached); Subgrantee breaches or violates any covenant, agreement or assurance herein; Subgrantee fails to cure any such default, breach or violation no later than seven (7) days after receipt of the written notice from the City of such default or breach; and in the event any source of funding of this Agreement set forth in the paragraph above entitled "Reduction in Administrative Compensation" becomes impounded or otherwise unavailable, reduced or eliminated. In order to so terminate for cause, the City shall give Subgrantee written notice by certified mail specifying the cause and the effective date of termination which may be effective upon Subgrantee's receipt of notice, except as specifically provided above. In the event the City terminates this Agreement due to Subgrantee's failure to cure any default, breach or violation as provided herein above or due to Subgrantee's breach or violation of any covenant, agreement or assurance herein, the City may, at its option, make written demand for repayment of, and Subgrantee shall immediately upon receipt of such written demand of the City repay all sums received by Subgrantee from the City under this Agreement as of the date of said demand for any portion of the Project that was not performed fully, appropriately, legally, competently, adequately, timely or properly, plus interest thereon at the highest legal rate, plus all expenses incurred by the City, including reasonable attorney's fees incurred in recovering said sums.

21. TERMINATION WITHOUT CAUSE: The City, without cause, may terminate this Agreement by giving Subgrantee thirty (30) days written notice by certified mail. Subgrantee may appeal such termination without cause by requesting reconsideration by the Mayor and Council, in writing, within thirty (30) days after written notice is delivered to Subgrantee. Said appeal shall be filed in writing with the City Clerk and with the Financial Services Director. The appeal to the Mayor and Council shall be scheduled as soon as is reasonably possible. Subgrantee shall receive notice of the appeal hearing and opportunity to supplement its written appeal. Termination shall be suspended until the effective date of the Mayor and Council ruling on the Subgrantee's appeal. If and when this Agreement is terminated under this Section, Subgrantee shall be paid in full for all actual services and activities performed in a satisfactory manner, together with eligible out-of-pocket expenses incurred but unbilled at the time of termination, providing there are no grounds for termination or disallowance for cause as set forth herein above.

22. OFFSETTING CLAIM: Notwithstanding any provision appearing to the contrary, Subgrantee shall not be relieved of liability to the City of damages sustained by the City by virtue of any breach of this Agreement by Subgrantee, its officers, agents, managers or employees. The City may withhold payment of compensation to Subgrantee for the purpose of an offsetting claim, until such time as the full amount of damage incurred by the City which is then due from Subgrantee is determined and paid. Such damages may include U.S. Department of Justice disqualification of activities funded because of Subgrantee's failure to properly administer audit or report activities, services and/or expenditures.

23. INTEGRATED DOCUMENT: This Agreement and any attachments represent the entire agreement between City and Subgrantee and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

24. SEVERABILITY OF PROVISIONS: If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected, thereby if such remainder would then continue to conform to the terms and requirements of applicable law and if, in the judgment of the City and the U.S. Department of Justice, such remainder will suffice to adequately and timely achieve the purpose and goals of the Project and of this contract.

25. NON-ASSIGNABILITY: Subgrantee shall not assign any rights, obligations or other interests in this Agreement, and shall not transfer any interest in this Agreement without prior written consent of the City thereto.

26. SUCCESSORS: Subgrantee covenants that the provisions of this Agreement shall be binding upon heirs, successors, subcontractors, representatives and agents.

27. NONDISCRIMINATION: The Subgrantee, in its employment policies and practices, in its public accommodations and in its provision of services shall obey all relevant and applicable, federal, state, and local laws, regulations and standards relating to discriminations, biases, and/or limitations, such as, but not limited to, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Arizona Civil Rights Act.

28. FEDERAL COMPLIANCE REQUIREMENTS: Subgrantee shall comply with all applicable federal requirements including, but not limited to, any requirements in the attached Exhibits or the Secure Our Schools Grant, which is hereby incorporated into this Agreement by reference.

MARICOPA UNIFIED SCHOOL
DISTRICT #20

CITY OF MARICOPA

By _____
Board President

By _____
Mayor

ATTEST:

ATTEST:

Superintendent

City Clerk

APPROVED:

APPROVED:

Attorney for MUSD

City Attorney