



**AZ POST Contract #17-004**

**ARIZONA PEACE OFFICER STANDARDS AND TRAINING BOARD**

**PEACE OFFICER TRAINING FUND  
GRANT AGREEMENT**

This Agreement is made under the authority of A.R.S. §41-1825(A) and §41-1822 (C)(2) and (3).

**GRANTEE:**

Lake Havasu City Police Department  
Chief Dan P. Doyle  
2360 McCulloch Boulevard North  
Lake Havasu City, AZ 86403

**GRANT AMOUNT:**

\$75,000.00 annually for five (5) years

**PROJECT DESCRIPTION:**

The Arizona Peace Officer Standards and Training Board (Board) agrees to pay the Grantee the above shown sum annually commencing the First Quarter, 2017 (period between July 1 and September 30) for five (5) years from the Peace Officer Training Fund, subject to the conditions provided herein, solely for the purpose of operating the Western Arizona Law Enforcement Training Academy (WALETA).

**GENERAL CONDITIONS:**

The Grantee agrees:

1. That the Peace Officer Training Fund (POTF) monies will not be used to supplant state or local funds;
2. To expend the POTF monies only for the purpose(s) stated above;
3. The funds are to be paid to the Western Arizona Law Enforcement Training Academy for the operation of WALETA.
4. Operation costs may include but are not limited to operations, building and equipment maintenance, capital improvement, training equipment and vehicles all directly related to Basic Peace Officer Training.

5. To reimburse the Board for any unauthorized or ineligible expenditures and to return any grant amounts in excess of that expended pursuant to the special conditions;
6. To comply with A.R.S. §35-214 and 35-215 with respect to retention and production of records for inspection and audit for a period of five years after completion of the contract;
7. The First Quarter is defined as the period between July 1 and September 30 inclusive.
8. The term of this Agreement calls for an annual payment as follows:
  - a. Within First Quarter 2017 \$75,000
  - b. Within First Quarter 2018 \$75,000
  - c. Within First Quarter 2019 \$75,000
  - d. Within First Quarter 2020 \$75,000
  - e. Within First Quarter 2021 \$75,000
9. The end date for this Agreement shall be June 30, 2022.
10. That this Agreement may be canceled without penalty or further obligation pursuant to A.R.S. §38-511;
11. That in the event of a dispute, after exhaustion of all administrative remedies, arbitration will be used to the extent required by A.R.S. §12-1518, except as may be required by other applicable statutes;
12. To comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act;
13. To comply with all procurement statutes, ordinances, rules or policies that may apply to Grantee in the procurement of any goods or services related to this Grant;
14. That the Grantee is acting as an independent contractor and will indemnify and hold the Board harmless for the actions of the Grantee's employees;
15. That every payment obligation of the Board under this Agreement is conditioned upon the availability of funds 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 Board at the end of the period for which funds are available. No liability shall accrue to the Board in the event this provision is exercised, and the Board shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph;
16. That this Agreement may be canceled by the Grantee prior to expending Grant funds upon written notice to the Board and any POTF funds shall be returned to the Board;
17. To assign to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Grantee toward fulfillment of this Agreement; and

18. That this is a grant of funds only and is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind among the parties.
19. WALETA will provide annual reporting of fund use to AZ POST in the 4<sup>th</sup> quarter of each fiscal year. Annual report subject to audit by AZ POST at its discretion. Failure to provide report may result in delay of scheduled disbursement.
20. The parties agree that the funds disbursed for this Grant are funds approved by the Board.

**For the LAKE HAVASU CITY POLICE DEPARTMENT**

**Approved as to form,**

\_\_\_\_\_  
Dan P. Doyle  
Chief

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Attorney/Legal Advisor  
Lake Havasu City Police Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
TITLE  
City of Lake Havasu

\_\_\_\_\_  
Date

**For the ARIZONA PEACE OFFICER STANDARDS AND TRAINING BOARD**

**Approved as to form,**

\_\_\_\_\_  
Jack G. Lane  
Executive Director

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Michael Saltz  
Assistant Attorney General

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date