

RESOLUTION NO. 2160

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, APPROVING AND AUTHORIZING THE CHIEF OF POLICE TO EXECUTE A PEACE OFFICER TRAINING FUND GRANT AGREEMENT WITH THE ARIZONA PEACE OFFICER STANDARDS AND TRAINING BOARD.

WHEREAS, the Arizona Peace Officers Standards and Training Board has offered to the Town of Payson a Peace Officer Training Fund Grant Agreement for the purpose of purchasing a turning target system to enhance the Town's existing firearms range; and

WHEREAS, the Town of Payson desires to accept said grant; and

WHEREAS, for such purpose, a Peace Officer Training Fund Grant Agreement has been prepared,

NOW, THEREFORE, THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, DO HEREBY RESOLVE AS FOLLOWS:

Section 1. That the Peace Officer Training Fund Grant Agreement between the Arizona Peace Officer Standards and Training Board and the Town of Payson, attached hereto marked Exhibit "A" and made a part hereof by this reference as though set forth in full at this point, be and is hereby approved in substantially the form attached.

Section 2. That Gordon H. Gartner, Chief of Police of the Town of Payson, be and is hereby authorized to execute such Peace Officer Training Fund Grant Agreement in substantially the form attached as Exhibit "A"

Section 3. That the Town of Payson be and is hereby authorized to take such other and further actions as may be necessary or appropriate to carrying out the purposes of this Resolution No. 2160 and the Peace Officer Training Fund Grant Agreement attached hereto as Exhibit "A".

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, this ____ day of _____, 2006, by the following vote:

AYES _____ NOES _____ ABSTENTIONS _____ ABSENT _____

Barbara G. Brewer, Mayor

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ATTEST:

APPROVED AS TO FORM:

Silvia Smith, Town Clerk

Samuel I. Streichman, Town Attorney

**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:

Agency: Payson Police Department
Contact: Chief Gordon H. Gartner, 928-474-5177
Address: 303 North Beeline Highway, Payson, AZ 85541

GRANT AMOUNT:

\$10,295.00

PROJECT DESCRIPTION:

The Arizona Peace Officer Standards and Training Board (Board) agrees to pay the Grantee the above shown sum from the Peace Officer Training Fund, subject to the conditions provided herein, for the purpose of enhancing an existing firearms range to be used by law enforcement agencies in meeting the firearms qualification requirements described in AAC R13-4-111C, "Annual Firearms Qualification" and for other training in the use of firearms. This project will enhance and upgrade the existing Firearms Range utilized by the city of Payson Police Department.

The enhancements will include the following items:

1. Portable moving target system; electric interface; controller package; power supply; air compressor and other miscellaneous related components..... \$9320.
2. Generator with light stands and extension cord..... \$ 975.

EXHIBIT "A"

to Resolution No. 2160

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 and for the specific items shown in the attached special conditions;
3. 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;
4. 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;
5. To provide a detailed and complete final report to the Board within 60 days of completion of the project or objective;
6. That this agreement may be canceled without penalty or further obligation pursuant to A.R.S. §38-511;
7. 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;
8. 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;
9. 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;
10. 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;

11. 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;
12. 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
13. 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.

SPECIAL CONDITIONS:

1. The parties agree that the funds disbursed for this Grant are the funds allocated by the Board for Fiscal Year 2005/2006.
2. Grantee shall use these funds solely for portable enhancements of the firearms range to support training by Arizona law enforcement agencies at the ~~Tunnel~~^{TSE} Rim Sport's Club or other location selected and utilized by the Payson Police Department.
3. Grantee shall provide a detailed report describing actions, progress and problems every 60 days from the date of the acceptance of funds until the funds are expended.
4. Grantee shall provide an annual report each January 15 detailing the number of agencies and peace officers utilizing the above described firearms range during the previous twelve (12) months. The first report will be due January 15, 2007. The fifth (5) and final report will be due January 15, 2011.
5. Grantee agrees to make the firearms range reasonably available to other Arizona law enforcement agencies to conduct firearms training and qualification for a period of ten years from the date of project completion.
6. Grantee agrees to ensure that the equipment purchased with these grant funds will not be made available for non-law enforcement use.
7. Grantee is responsible for the safe design, installation, and use of enhancements made pursuant to the project description.

Signed:

For the Payson Police Department

Approved as to form,

Gordon H. Gartner
Chief

Name/Title

(Date)

(Date)

Name/Title

Name/Title

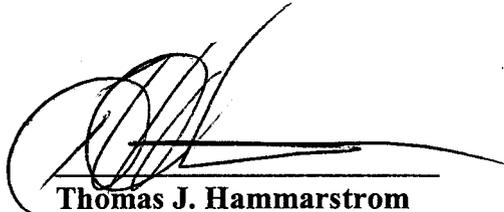
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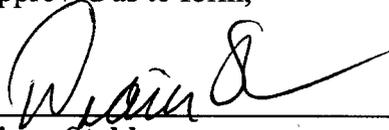
Signed:

For the ARIZONA PEACE OFFICERS STANDARDS & TRAINING BOARD

Approved as to form,



Thomas J. Hammarstrom
Executive Director



Diana Stabler
Legal Advisor



(Date)



(Date)