

Resolution

Number 696

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS ALLOWING THE SAN LUIS FIRE DEPARTMENT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF EMERGENCY MANAGEMENT TO RECEIVE FUNDS FOR THE PURCHASE OF COMMUNICATIONS EQUIPMENT:

WHEREAS, the San Luis Fire Department is constantly seeking ways of obtaining funds for the purchase of much needed equipment; and

WHEREAS, the San Luis Fire Department has requested Homeland Security funding from the Arizona Department of Emergency Management for the purpose of purchasing communications equipment and services to improve fire service in the City of San Luis;

NOW, THEREFORE, BE IT RESOLVED by the San Luis City Council as follows:

1. THAT the San Luis Fire Department is authorized to enter into an intergovernmental agreement with the Arizona Department of Emergency Management to receive funds, and;
2. THAT the city administration shall not consider this extra revenue when preparing future fire department operating budgets;
3. THAT all monies received shall be for the sole purpose of purchasing communications equipment and services to improve fire service in the City of San Luis.

PASSED AND ADOPTED by the San Luis City Council, this 20th day of September, 2006.

ATTEST:

Lee Manes, Administrator

Juan Carlos Escamilla, Mayor

Approved as to form:

Glenn Gimbut, City Attorney

Federal Department of Homeland Security (DHS), Office of Grants and Training (G&T)
Reimbursement Grant Programs

For the Provision of Grant Funds to Arizona State Agencies, Political Subdivisions and
Indian Nations/Tribes

This Intergovernmental Agreement (IGA), pursuant to A.R.S. § 11-951 et seq., is entered between the State of Arizona, Division of Emergency Management (ADEM) and Yuma County, for and on behalf of the City of San Luis Fire Department (Subrecipient). This agreement shall apply to funds provided by or through the State to the Subrecipient, pursuant to the United States Department of Homeland Security, Office of Grants and Training (US DHS/G&T), for all fiscal years, Public Law 108-11, 107-56, and 107-296. The Subrecipient may apply for US DHS/G&T funding of additional projects throughout the term of this IGA. If awarded, the Subrecipient will be notified of funding of additional or continued projects by a grant award letter and the funds will be provided and administered through this IGA.

A. Term and Extension

This IGA shall be effective 07/01/2006 and except as otherwise provided in this agreement, shall terminate on 06/30/2008. Funds received under this grant must be spent in compliance with the 2006 Homeland Security Grant Program guidelines.

B. Termination

Either party may terminate this agreement at any time by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

C. The Subrecipient certifies that:

1. The City of San Luis, a political subdivision of the State, has legal authority to apply for funds on behalf of the Subrecipient.
2. Federal funds under this award will be used to supplement but not supplant state or local funds.
3. The Subrecipient shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving US DHS/G&T funds.
4. The Subrecipient shall use US DHS/G&T funds solely for planning, administrative, training, exercise and when applicable for the purchase of US DHS/G&T authorized equipment.
5. The Subrecipient shall establish and maintain a proper accounting system to record expenditures of grant funds in accordance with generally accepted accounting standards or as directed by ADEM.
6. The Subrecipient shall return to the State, within two months of such request by ADEM, any partial reimbursement not supported by audit or other State review of documentation maintained by the Subrecipient.
7. The Subrecipient shall comply with all applicable provisions of State law and regulation in regard to procurement of goods and services.

8. The Subrecipient shall comply with provisions of the Hatch Act limiting the political activities of public employees.
9. The Subrecipient shall not enter into any contract with any party that is debarred or suspended from participating in State programs.
10. In accordance with the provisions of Section 319 of Public Law 101-121, and implementing regulations at 44 CFR Part 19, the State is responsible for obtaining from state agencies and political subdivisions (Subrecipients), contractors and subcontractors under this contract the requisite "Certification Regarding Lobbying" and "New Restriction on Lobbying" (44 CFR Part 18) for each grant. The Subrecipient is responsible for filing these certification and disclosure forms with the State.
11. In accordance with the Drug Free Workplace Act of 1988 and implementing regulations, the Subrecipient will provide the State a "Certification Regarding Drug-Free Workplace Requirements".
12. The Catalog Number of Federal Domestic Assistance (CFDA) for this grant is: SHSGP - 97.067; LETPP - 97.074; CCP - 97.053; UASI - 97.008; MMRS - 97.071; BZPP - 97.078.

D. The Subrecipient agrees to:

1. Comply with applicable state and federal program laws, Executive Orders, regulations, OMB Circulars, and the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. Comply with the organizational audit requirements OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide, Chapter 19 (www.ojp.usdoj.gov/FinGuide).
3. Submit a final financial status report to ADEM Homeland Security Grant Administrator, any required performance reports, a request to close the program, and any other required forms and certifications within 90 days of completion of grant activities.
4. Complete all activities related to funds within the time period prescribed in US DHS regulations and on the obligating documents. Written request for an extension will include information and documentation to support the amendment and a schedule for completion.
5. Submit quarterly status reports and closeout reports until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. Extensions will be granted due to conditions/causes that are beyond Subrecipient's control.
6. Expend any funds received under this IGA in accordance with the proposals for the projects identified for funding in the conditional grant award letter dated August 29, 2006. For any additional projects applied for by Subrecipient and awarded under the Homeland Security Grant Program, this IGA will be amended to incorporate future grant award letters.

E. Payment

In accordance with US DHS/G&T Grant Guidelines, reimbursement will be the method for disbursement of funds.

F. Non-Availability of Funds

Every payment obligation of the State and the Subrecipient is conditioned upon the availability of funds appropriated or 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 ADEM at the end of the period for which funds are available. No liability shall accrue to the State or the City of San Luis in the event this provision is exercised, and neither the ADEM nor the City of San Luis shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

G. Audit of Records

The Subrecipient shall retain all data, books and other records ("records") relating to this Agreement for a period of three years after completion of the Agreement. All records shall be subject to inspection and audit by ADEM at reasonable times. Upon request, the Subrecipient shall produce the original of any or all such records.

H. Interest Earned

Subrecipients shall account for interest earned on Federal funds. Interest earned shall be returned to the State Administering Agency, ADEM, which shall in turn return the funds to the US DHS/G&T.

I. Cancellation for Conflict of Interest

Pursuant to ARS 38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. A cancellation made pursuant to this provision shall be effective when the non-cancelling party receives written notice of the cancellation unless the notice specifies a later time.

J. Civil Rights

1. All recipients of federal grant funds are required to comply with nondiscrimination requirements contained in various federal laws. All Subrecipients should consult the assurances to review the applicable legal and administrative requirements of the statute that governs OJP-funded programs or activities. Section 809 (c)(1), Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d) of the Act provides that "no person in any state shall on the grounds of race, color, religion, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under or denied employment in connection with any programs or activity" in which federal law enforcement assistance is provided under this chapter. Recipients of assistance under the US DHS/G&T support are subject to the provisions of Section 809(c) of the Act; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972;

the Age Discrimination Act of 1975; and the US Department of Justice Non-Discrimination Regulations, 28 CFR part 42, subparts C, D, E, and G.

2. If any court or administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, gender, disability, or age against a recipient of funds after a due process hearing, the recipient must agree to forward a copy of the finding to the Office of Civil Rights. If the Subrecipient is applying for a grant of \$500,000 or more, US Department of Justice regulations (28 CFR 42.301) require an Equal Employment Opportunity Plan. The plan should be included with the application submission if it is not already on file.
3. Each Subrecipient that receives \$500,000 or more (or \$1,000,000 in an 18-month period), and has 50 or more employees, must submit an Equal Employment Opportunity Plan (EEOP) within 60 days of award to OCR at the US Department of Justice, Office of Civil Rights, 810 Seventh Street, NW, Room 8136, Washington, DC 20531.
4. Alternatively, the Subrecipient may choose to complete an EEOP Short Form, in lieu of sending its own comprehensive EEOP, and return it to OCR within 60 days of the date of this letter. This easy-to-follow EEOP short Form reduces paperwork and preparation time considerably and will ensure a quicker OCR review and approval. The Seven-Step Guide to the Design and Development of an EEOP will assist you in completing this requirement. The Seven-Step Guide and EEOP Short Form may be downloaded from OCR's home page on the Internet (www.ojp.USDOJ.gov/ocr).
5. If any agency has under 50 employees, regardless of amount of award, no EEOP is required; however, Subrecipient must return applicable portion of Certification Form to OCR within 60 days of award. This Certification form may also be downloaded from OCR's home page on the Internet. Pursuant to the special conditions regarding EEOPs governing this award, recipient acknowledges that failure to submit an acceptable EEOP is a violation of its certified assurances and may result in suspension of draw down of funds until EEOP has been approved by the OCR.

K. 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 ARS 12-1518 except as may be required by other applicable statutes.

L. Indemnification.

To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) 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 which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

M. ADA and Non-Discrimination.

The parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations

under the Act, including 28 CFR Parts 35 and 36. This IGA is subject to Executive Order 75-5, as amended by executive Order 99-4, incorporated into this IGA.

N. Severability.

If any provision of this IGA, or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect without the invalid provision or application, and to this end the provisions of this IGA are declared to be severable.

O. Entire Agreement

This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by the parties and recorded with the City of San Luis Recorder, or Arizona Secretary of State, whichever is appropriate.

P. Additional Instructions For Subrecipients Receiving \$25,000 or More, but Under \$500,000: Pursuant to Department of Justice regulations, each Subrecipient that receives \$25,000 or more and has 50 or more employees is required to maintain an Equal Employment Opportunity Plan (EEOP) on file for review by OCR upon request. (However, if the Subrecipient is awarded \$1,000,000 in an eighteen (18) month period, it must submit an acceptable EEOP to OCR). Please complete the applicable section of the Certification Form and return it to OCR within 60 days of award.

Q. Additional Instructions For Subrecipients Receiving Under \$25,000: A recipient of under \$25,000 is not required to maintain or submit an Equal Employment Opportunity Plan (EEOP) in accordance with Assurance No. 15. No Certification is required.

R. Instructions for All Subrecipients.

In addition, all recipients, regardless of their type, the monetary amount awarded, or the number of employees in their workforce, are subject to the prohibitions against discrimination in any funded program or activity. Therefore, OCR investigates complaints by individuals or groups alleging discrimination by a recipient of funding; and may require all recipients, through selected compliance reviews, to submit data to ensure their services are delivered in an equitable manner to all segments of the service population and their employment practices are in compliance with equal employment opportunity requirements. The employment practices of certain Indian Tribes are not covered by Title VII of the Civil Rights Act of 1964, 42 USC Section 2000e.

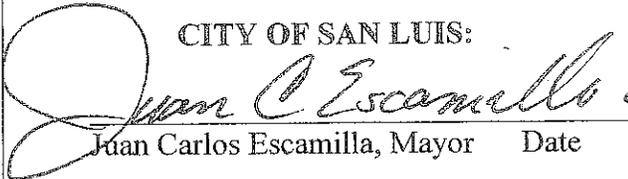
Additional information and technical assistance on the civil rights obligations of grantees and Subrecipients can be found at: www.ojp.usdoj.gov/ocr.

Federal Department of Homeland Security (DHS), Office of Grants and Training (G&T)
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Agreement Signature Page

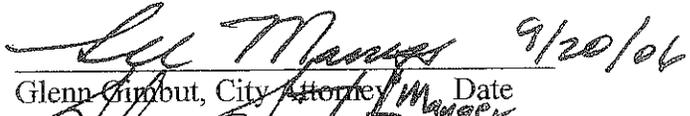
SIGNED FOR THE SUBRECIPIENT:

CITY OF SAN LUIS:

Juan Carlos Escamilla, Mayor Date 9/20/06

ATTEST:

Lee Maness, Manager Date 9/20/06

APPROVED AS TO CONTENT:


Glenn Gimbut, City Attorney/Manager Date 9/20/06

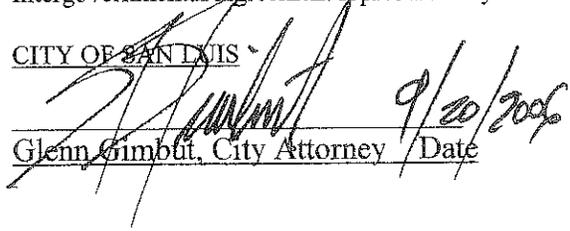
City Attorney Date 9/20/06

SIGNED FOR THE STATE ADMINISTERING AGENCY:

Frank F. Navarrete, Director Date
Arizona Office of Homeland Security

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing Intergovernmental Agreement between the City of San Luis and the State of Arizona has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

CITY OF SAN LUIS

Glenn Gimbut, City Attorney Date 9/20/2006

STATE OF ARIZONA

Attorney for State of Arizona Date