



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 894

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS,
ARIZONA APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF SAN LUIS, ARIZONA AND GOVERNOR'S OFFICE OF ECONOMIC
RECOVERY

Whereas, the City of San Luis desires to enter into an intergovernmental agreement with the Governor's Office of Economic Recovery;

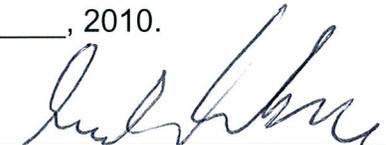
Whereas, the parties to the Intergovernmental Agreement desire to enter said agreement; and

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of San Luis, State of Arizona, as follows:

Section 1: That the Intergovernmental Agreement, as attached hereto as Exhibit "A", is hereby approved.

Section 2: That the appropriate City officials are hereby authorized and directed to enter into said agreement on behalf of the City and take any all actions as may be necessary to effectuate said agreement.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 28th day of July, 2010.



Juan Carlos Escamilla, Mayor

ATTEST:



Sonia Cuello, City Clerk

APPROVED AS TO FORM:



Glenn Gimbut
City Attorney



July 16, 2010

Rick Flores
Chief of Police
San Luis Police Department
1030 Union Street / PO Box 3720
San Luis, AZ 85349

Re: Border Security Enhancement Program, CFDA #84.397
OER-11-IGA-GS-10

Dear Chief Flores:

The Governor's Office of Economic Recovery (GOER) is pleased to inform you that San Luis Police Department has been awarded a Border Security Enhancement Program (BSEP) Grant in the amount of \$195,000.00 for the period of July 16, 2010 through September 30, 2011.

A committee, selected by the Governor, reviewed each application and made necessary adjustments based on the rules and funding parameters stated in the grant application. Attached are two original Intergovernmental Agreements (IGA) that include your budget resulting from the application review. Both signed IGAs must be returned to us by July 30, 2010, in order to ensure a July 16, 2010, contract and project start date. Once finalized, an original will be returned to you.

Attached is also the request for reimbursement form that must be submitted in order to receive funds each time reimbursement is requested. Please mail the two originals of the IGA and the requested information to the following address:

Office of Economic Recovery
1700 West Washington, Suite 300
Phoenix, AZ 85007
Please submit an electronic copy to dmartinez@az.gov.

In preparation for the funding, please review the following items and send your response on or before July 30, 2010:

- Detailed plan and explanation of overtime program; not limited to but must include number of officers and overtime hours, officer(s) activities and locations.

All agencies must provide a monthly programmatic activity report and financial report to GOER that provides updates on the goals and performance measures outlined in the original proposal as well as how funding was utilized. These reports are due to GOER by the 15th of each month for the previous month. Both templates will be forwarded to you via email next week. Subgrantees shall be paid on a cost-reimbursement basis. All BSEP grant funds must be utilized for border enhancement/protection and expended in the state of Arizona.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matthew Hanson'.

Matthew Hanson
Assistant Director, Programs and Performance

Encl.

JUL 30 2010

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE GOVERNOR'S OFFICE OF ECONOMIC RECOVERY By PS.
Office of Economic Recovery
AND
San Luis Police Department
CONTRACT #OER-11-IGA-GS-10

This INTERGOVERNMENTAL AGREEMENT (the "AGREEMENT") is entered into by and between the Governor's Office of Economic Recovery ("GOER"), established by Governor Brewer to oversee and discharge funds granted under the American Recovery and Reinvestment Act of 2009 ("Recovery Act" or "ARRA"), and located at 1700 West Washington, Suite 300, Phoenix, Arizona 85007, and the San Luis Police Department ("the Jurisdiction"), located at PO Box 3720 / 1030 Union Street, San Luis, AZ 85349 in accordance with A.R.S. § 41-2701 et seq., authorizing the State of Arizona, GOER to execute and administer grants for Title XIV of the ARRA, known as the State Fiscal Stabilization Fund (as amended by Public Law 111-8 (H.R. 1105), the Omnibus Appropriations Act, 2009; Division A, Section 523; March 11, 2009; 123 Stat. 524). The Catalog of Federal Domestic Assistance (CFDA) Number is 84.397, Government Services Fund, administered by the U.S. Department of Education.

I. PURPOSE OF THE AGREEMENT

GOER is tasked with oversight and swift distribution of Economic Recovery Funding. In this capacity, GOER has agreed to provide funding to the [County/City/Tribal Police/Sheriff Department] for the purpose of increasing their law enforcement capacity to combat criminal activity associated with or directly stemming from the international border, a project that GOER has determined meets the requirements of projects suitable for Recovery Act funding. Specifically, these funds must be used for activities that supplement the Jurisdiction's law enforcement ability to address illegal drug trafficking, human smuggling, and illegal immigration. The jurisdiction must place emphasis on the protection of residents and commercial interests threatened by criminal activity emerging from the border. The jurisdiction agrees to comply with all terms of the proposal as approved, submitted in response to the grant opportunity that emerged from Governor Brewer's Border Security Enhancement Program. Attachment 1, detailing the jurisdiction's allowable expenditures, is made part of this agreement by reference herein. GOER will fund the jurisdiction up to \$195,000.00 for this purpose.

II. WORK STATEMENT AND GENERAL PROVISIONS

The parties mutually agree as follows:

A. Scope of Work

1. The jurisdiction shall provide GOER, within five business days of GOER's request, all information, data and supporting documentation requested by GOER or, if not requested by GOER, determined relevant by the jurisdiction to assist GOER in reconciling award amounts.
2. The jurisdiction shall comply with all ARRA requirements including the following 1512 reporting requirements:
 - a. Provide the following information, as required by GOER by the 6th day of the month following the end of a quarter or as requested by GOER:

- b. Grants and Projects
 - c. Financial Transactions
 - d. DUNS
 - e. Prime Vendor/Sub-recipients
 - f. 1512 Report Update
3. The jurisdiction shall make relevant personnel available for contact and meetings with Federal or State oversight agencies, when requested by GOER and shall make relevant jurisdiction personnel available to contact and meet with GOER when requested by GOER. The jurisdiction shall provide to GOER contact names, addresses, telephone numbers, e-mail addresses, and any other relevant contact information available to the jurisdiction regarding the jurisdiction's personnel considered by the jurisdiction relevant to the activities described in this section. GOER shall not reimburse the jurisdiction for any costs associated with the jurisdiction's personnel participation in these activities.
 4. GOER may monitor the jurisdiction's compliance with ARRA requirements regarding Recovery Act funds, in addition to any monitoring that other oversight agencies may decide to conduct. The jurisdiction shall cooperate with GOER regarding all monitoring activities related to ARRA funds. The jurisdiction may be required to provide information, data and supporting documentation of their ARRA transactions to GOER. GOER shall not reimburse the jurisdiction for any costs associated with these activities of the jurisdiction.
 5. The jurisdiction shall inform GOER when the jurisdiction is contacted by any Federal or State oversight agency regarding Recovery Act dollars within five business days of contact, including:
 - a. When an oversight agency requests any documents, data and information from the jurisdiction. The jurisdiction shall provide copies of the jurisdiction's responses to oversight agencies to GOER, if requested by GOER, within five business days of GOER's request.
 - b. When an oversight agency issues reports to the jurisdiction or about the jurisdiction. The jurisdiction shall provide copies to GOER, if available to the jurisdiction and if requested by GOER, within five business days of GOER's request.
 - c. When the jurisdiction responds to follow-up requests for documents, data and information from oversight agencies. The jurisdiction shall provide copies of the jurisdiction's responses to oversight agencies to GOER, if requested by GOER, within five business days of GOER's request.
 6. The jurisdiction shall allow GOER to review the jurisdiction's fraud, waste and abuse prevention programs and ARRA transactions, if requested by GOER in the manner requested by GOER.
 7. The jurisdiction shall comply with ARRA requirements as described in the following quotation: "Recipients who have failed to submit a Section 1512 report as required by the terms of their award are considered to be non-compliant. Non-compliant recipients, including those who are persistently late or negligent in their reporting obligations, are subject to Federal action, up to and including the termination of Federal funding or the ability to receive Federal funds in the future." EXECUTIVE OFFICE OF THE PRESIDENT, OFFICE OF MANAGEMENT AND BUDGET, Peter R. Orszag.

B. Method and Terms of Reimbursement

Recovery Act funds will be transferred to the jurisdiction on a cost reimbursement basis upon receipt and approval of a Payment Request Form showing cumulative expenditures by line item. Items to be reported on are, dollar amount requested, name of project worked on, any Davis-Bacon reports and project status compared to timeline submitted. Travel expenses shall be at State rates (see website at www.gao.az.gov/travel/default.asp) and reimbursable at cost. State rates as established by the Arizona Department of Administration, General Accounting Office are made part of this agreement by reference herein. The jurisdiction will submit to GOER an estimated payment schedule and timeline for the project and the jurisdiction will be responsible for paying vendors associated with this project. GOER may provide to the jurisdiction a master template for the Payment Request Form. GOER will reimburse expenses to the jurisdiction using a warrant, transfer or by direct deposit of Recovery Act funds to the jurisdiction. Method of payment will be at the discretion of GOER and the jurisdiction will allow seven to ten working days for completion of payment of Recovery Act funds after receipt of a Payment Request Form. Any unspent funds associated with this agreement will be refunded to GOER at completion of stated agreement term. Final payment for this agreement will be released upon receipt of any final reporting requirements which are yet to be determined.

C. Reporting and Compliance Requirements

Payments by GOER to the jurisdiction shall be in strict compliance with OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments (2 CFR 225 A-87) and shall adhere to the Federal Cash Management Improvement Act (CMIA) and comply with guidelines of the State Fiscal Stabilization Fund (SFSF), established under Recovery Act through Public Law 111-5 (H.R.1) and amended by Public Law 111-8 (H.R. 1105).

In addition, the Recovery Act specifically provides that funds may not be used by any state or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool. The Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate, to meet the reporting and other requirements of the Recovery Act and other applicable law.

The accounting systems of all recipients and sub-recipients must ensure that funds from any award under this Recovery Act solicitation are not commingled with funds from any other source. Misuse of grant funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under a grant, and civil and/or criminal penalties.

Consistent with the special purposes and goals of the Recovery Act, and its strong emphasis on accountability and transparency, it is essential that all funds from a Recovery Act grant be tracked, accounted for, and reported on separately from all other funds. Recipients must also be prepared to track and report on the specific outcomes and benefits attributable to use of Recovery Act funds.

Funds associated with this AGREEMENT shall only be used to reimburse the jurisdiction for the purposes set forth on section I of this agreement. The jurisdiction must understand and comply with all applicable Federal and State policies, procedures, and requirements related to Recovery Act monies including, but not limited to, the following:

1.) "Buy American Act" Est. 1933

The recipient understands that this award is subject to the provisions of section 1605 of the Recovery Act ("Buy American Act"). No award funds may be used for non-American sources of iron, steel, or manufactured goods for a project for the construction, alteration, maintenance, or repair of a public building or public work, unless the recipient provides advance written notification and upon approval of the federal grant agency, a waiver is issued allowing this activity.

2.) Davis-Bacon and Related Acts: Wage Rate Requirements

All applicants should be aware that the Recovery Act contains a provision on wage rate requirements that concerns projects funded or assisted by Recovery Act funds that employ laborers and mechanics. See section 1606 of the Recovery Act for the full text of this requirement.

3.) ARRA Infrastructure Investment: Preference for Quick-Start Activities

Pursuant to section 1602 of the Recovery Act, recipients of funds under this solicitation for infrastructure investment are to give preference to activities that can be started and completed expeditiously, and also are expected to use grant funds in a manner that maximizes job creation and economic benefit. For the details of this requirement, please refer to the text of section 1602 of the Recovery Act.

4.) Recovery Act: Contracts

Generally speaking, the Recovery Act places special emphasis on the use of fixed-price contracts awarded through competitive procedures.

5.) National Environmental Policy Act Requirements

Under section 1609 of the American Recovery and Reinvestments Act of 2009 all recipients must comply with any applicable environmental impact requirements of the National Environmental Policy Act of 1970 (NEPA), as amended, (42 U.S.C. 4371 *et seq.*), 40 CFR parts 1500 through 1508 and any State government requirements that implement NEPA.

III. EFFECTIVE DATE, TERM, TERMINATION, RENEWAL, AMENDMENT

A. Effective Date

This AGREEMENT shall become immediately effective only upon the following: (1) execution by GOER and the jurisdiction, and (2) execution by GOER's and the jurisdiction's attorneys, whose execution shall determine that this AGREEMENT is in proper form and within the powers and authority granted to GOER and the jurisdiction under the laws of the State of Arizona.

B. Term, Termination, Renewal

This AGREEMENT shall begin on July 16, 2010 and terminate on September 30, 2011, unless terminated as provided herein, or extended. Either party may terminate this AGREEMENT at any time by providing thirty (30) days written notice to the other party. If this AGREEMENT is extended by mutual written consent of the parties, all terms, conditions and provisions of the original AGREEMENT shall remain in full force and effect and apply during any extension period.

C. Amendment

This AGREEMENT may be modified, altered, extended or amended only in writing signed by, or on behalf of, both parties.

IV. NOTICES

Any and all notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this AGREEMENT, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as set forth immediately below:

<u>GOER</u> James J. Apperson Director Governor's Office of Economic Recovery 1700 West Washington, Suite 300 Phoenix, Arizona 85007 Phone: (602) 542-6402	<u>San Luis Police Department</u> Rick Flores Chief of Police San Luis Police Department PO Box 3720 / 1030 Union Street San Luis, AZ 85349 928-341-2420
---	---

V. ARBITRATION

This AGREEMENT is subject to arbitration to the extent required by A.R.S. § 12-1518.

VI. NON-AVAILABILITY OF FUNDS

Every payment obligation of GOER under this AGREEMENT is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this AGREEMENT, either party may terminate this AGREEMENT at the end of the period for which funds are available. No liability shall accrue to GOER or the State of Arizona in the event this provision is exercised, and GOER and the State of Arizona shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

VII. CANCELLATION FOR CONFLICT OF INTEREST

This AGREEMENT is subject to cancellation pursuant to Arizona Revised Statutes § 38-511, the provisions of which herein incorporated by reference.

VIII. AUDIT OF RECORDS

Pursuant to Arizona Revised Statutes § 41-1351, GOER shall retain all data, books, and other records relating to this AGREEMENT. The jurisdiction is subject to all audit oversight policies and procedures established by GOER.

IX. GOVERNING LAW

This AGREEMENT is made under, and is to be construed in accordance with, the laws of the State of Arizona. In the event of litigation arising under, out of, or relating to, this AGREEMENT, GOER and The jurisdiction hereby stipulate to the exclusive jurisdiction and venue of the Maricopa County Superior Court in Phoenix, Arizona.

X. ENTIRE AGREEMENT

This AGREEMENT contains the entire agreement and understanding of the parties hereto. There are no representations or provisions other than those contained herein, and this AGREEMENT supercedes all prior agreements between the parties, whether written or oral, pertaining to the same subject matter of this AGREEMENT.

XI. INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that, should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

XII. COUNTERPARTS

This AGREEMENT may be executed in any number of duplicate originals, photocopies or facsimiles, all of which (once each party has executed at least one such duplicate original, photocopy, or facsimile) will constitute one and the same document.

XIII. INTERPRETATION

This AGREEMENT is not to be construed or interpreted for or against either of the parties on the grounds of sole or primary authorship or draftsmanship.

XIV. PARAGRAPH HEADINGS

The paragraph headings in this AGREEMENT are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this AGREEMENT or any of its provisions.

XXXXXXXXXXXXXXXXXXXXX

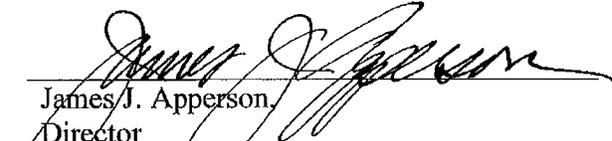
THIS SECTION INTENTIONALLY LEFT BLANK

XXXXXXXXXXXXXXXXXXXXX

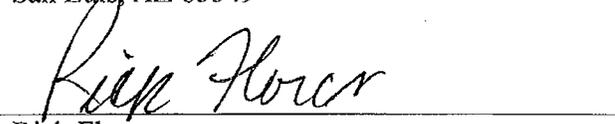
XV. IN WITNESS WHEREOF, the parties agree to execute this AGREEMENT.

Governor's Office of Economic Recovery
1700 W. Washington, Suite 300
Phoenix, Arizona 85007

San Luis Police Department
PO Box 3720 / 1030 Union Street
San Luis, AZ 85349



James J. Apperson
Director
Governor's Office of Economic Recovery

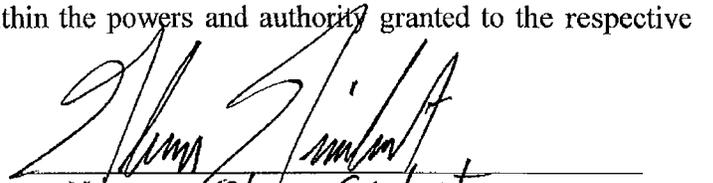


Rick Flores
Chief of Police
San Luis Police Department

This AGREEMENT is in proper format and is within the powers and authority granted to the respective public agency.



Joe Kanefield
Chief Legal Counsel
Governor's Office



Name: Glenn Gimbut
Legal Counsel
City Attorney, City of San Luis

ATTACHMENT 1

Allowable Expenditures:

San Luis

Items	Qty	Unit Cost	Total Allowable Cost
K-9 unit	1	\$25,000.00	\$25,000.00
K-9 officer	1	\$79,500.00	\$79,500.00
Misc. items w/detailed explanation	1	\$90,500.00	\$90,500.00
Total Award Amount			\$195,000.00