

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATIONS**

cc: 7C
Amend No. _____

Date prepared: November 1, 2010

Council Meeting Date: November 16, 2010

TO: Carl Swenson, City Manager

FROM: Larry J. Ratcliff, Chief of Police
Thomas Solberg, Fire Chief

SUBJECT: Intergovernmental Agreement between the Governor's Office of Economic Recovery and the City of Peoria.

RECOMMENDATION:

That the Mayor and City Council (a) authorize the City Manager to execute an Intergovernmental Agreement (IGA) between the Governor's Office of Economic Recovery (GOER) and the City of Peoria. By executing this IGA, the City of Peoria will accept \$80,800 in funding for the purpose of supporting local public safety agencies; and

(b) authorize a budget transfer from Proposed Grants Division contingency (7990-7990-570000) to Governor's Office of Economic Recovery Grant Fund 7531-7781-542505 in the amount of \$40,800 for Fire Department grants and \$40,000 to Governor's Office of Economic Recovery Grant Fund 7531-7781-542008 for the Police Department grants in order to establish an appropriation so that each department may expend these funds.

SUMMARY:

The Public Safety Stabilization Program was established to fund jurisdictions that have clearly demonstrated public safety needs due to a lack of financial resources. Funds were made available to give law enforcement and fire departments the ability to enhance operations and improve crime-fighting, fire-fighting and first response capabilities.

By entering into this Agreement the City of Peoria will be able to address the public safety priorities of preserving and expanding our quality of life, and enhancing our current services.

CITY CLERK USE ONLY:

- Consent Agenda
- Carry Over to Date: _____
- Approved
- Unfinished Business (Date heard previous: _____)
- New Business
- Public Hearing: No Action Taken

ORD. # _____ RES. # _____
LCON# LCON1151 IC. # _____
Action Date: _____

The Fire Department will utilize grant funds to purchase an ATV and trailer to substantially reduce patient response times and ensure that critical patients can be assessed and medical treatment initiated quicker improving final prognosis. The Police Department will utilize grant funds to assist in developing a partnership with the City of Glendale with shared user research access to license plate captures, and focus resources on areas that are experiencing livability issues such as graffiti.

Both the Police Department and Fire Department will purchase the equipment detailed in the attached Agreement, and comply with the stated provisions and requirements.

FISCAL NOTE:

Any on-going impacts (for example: fuel and licensing) will be funded through the department's budget.

ATTACHMENTS:

Two original Intergovernmental Agreements

CONTACT: Teresa Corless, x.7035

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE GOVERNOR'S OFFICE OF ECONOMIC RECOVERY
AND
City of Peoria
CONTRACT #OER-11-IGA-GS-68**

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 City of Peoria, located at 8401 W. Monroe St., Peoria, AZ 85345 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 City of Peoria for the purpose of supporting local public safety agencies to provide basic public safety activities, a project that GOER has determined meets the requirements of projects suitable for Recovery Act funding. 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 Public Safety Stabilization 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 \$80,800.00 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 15th 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 October 1, 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:

<p><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</p>	<p><u>City of Peoria</u> Carl Swenson, City Manager City of Peoria 8401 W. Monroe St. Peoria, AZ 85345 Phone: 623-773-7035</p>
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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 supersedes 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.

XXXXXXXXXXXXXXXXXXXX

THIS SECTION INTENTIONALLY LEFT BLANK

XXXXXXXXXXXXXXXXXXXX

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

City of Peoria
8401 W. Monroe St.
Peoria, AZ 85345

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

Carl Swenson, City Manager
City of Peoria

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

Joseph Kanefield
General Counsel
Governor's Office

Name: _____
Legal Counsel

ATTACHMENT 1

Allowable Expenditures:

City of Peoria

Description	Qty	Unit Cost	Total Allowable Cost
PD - Upgrade license plate reader			\$30,000.00
PD - Video system (pole cam)			\$10,000.00
FD - ATV & trailer			\$40,800.00
Total Award Amount			\$80,800.00

Jurisdiction Initials: _____

GOER Initials: _____