

**Intergovernmental Agreement
between Maricopa County
and the Town of Prescott Valley**

**10-AZDOHS-HSGP
Grant Number 777208-03
CFDA Number 97.067
(SHSGP)**

C-50-11-_____

This agreement is made by and between the Maricopa County Board of Supervisors, acting on behalf of the Maricopa County Sheriff's Office (MCSO), and the Town of Prescott Valley, an Arizona Municipal Corporation, on behalf of the Prescott Valley Police Department (Agency).

Whereas, the parties are authorized to enter into this agreement pursuant to A.R.S. §11-952.

Whereas, the Maricopa County Sheriff's Office has been designated as the Subgrantee agency for the reimbursement of funds from the State Homeland Security Grant Program (SHSGP) of the Arizona Department of Homeland Security (AZDOHS).

Whereas, the parties agree:

1. This agreement shall become effective upon signing by both parties and will continue through September 30, 2011, or the date upon which this 2010 AZDOHS grant ends, including extensions, whichever is later.
2. Either party requesting termination of this agreement must provide thirty (30) days written notice to the other party of its intent to terminate.
3. In the event this agreement is terminated as provided herein, the parties shall have no further obligation to one another other than for payment for services rendered prior to such termination.
4. Pursuant to A.R.S. § 38-511, the state, its political subdivisions or any department or agency of either may cancel this contract within three (3) years after its execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or created 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 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.
5. If any provision of this Agreement is held by a court of competent jurisdiction or applicable state or federal law and their implementing regulations to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect.

TERMS and CONDITIONS:

The Maricopa County Sheriff's Office agrees to the following:

1. MCSO will authorize the Agency to procure the following services for benefit of the Agency:

Complete Data Source Connection to the MCSO Regional AzLink Node \$22,500
2. Total funds available to the Agency for reimbursement from the SHSGP Grant Program are not to exceed \$22,500. At its discretion, MCSO may adjust the amount available to the Agency to meet requirements of the SHSGP Grant Program. If MCSO changes the not to exceed amount, prompt written notice will be provided to the Agency.
3. MCSO will monitor activities of the subrecipient Agency as necessary to ensure that awards are used for authorized purposes in compliance with laws, regulations, and the provision of contracts or grant agreements, and that performance goals are achieved as stated in OMB Circular A-133, Subpart D 400 section d (3). MCSO may conduct monitoring visits during the term of the Agreement.

The Prescott Valley Police Department agrees to the following:

1. To submit reimbursement requests only for the services specified above unless otherwise authorized in writing by MCSO.
2. To mail reimbursement requests to the Maricopa County Sheriff's Office, Technology Bureau, 301 South 4th Ave, 3rd Floor, Phoenix, Arizona 85003, within thirty (30) days of payment to the vendor. The request will include, at minimum, a copy of the Agency purchase order, an invoice detailing the items purchased, proof of payment of the invoice, and use tax paid to the State (if applicable).
3. To pay any and all ongoing maintenance or support charges for hardware, software and/or services procured for benefit of the Agency through the SHSGP Grant Program.
4. To comply with the financial and administrative requirements as set forth in the effective edition of the Office of Justice programs Financial Guide. Further, Agency agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Once completed, a copy of the Agency's Single Audit Report for each applicable fiscal year during the term of the Agreement will be forwarded to Maricopa County Sheriff's Office, Business Services Division, 234 N Central Ave, Phoenix, AZ 85004.

Both parties agree to the following:

1. That program funds shall be used to support and enhance activities of the AzLink network. These funds will not be used to supplant State and/or local funds that would otherwise be made available for such purposes.
2. To complete all activities related this Agreement within the time period prescribed in the AZDOHS SHSGP grant. Written requests for an extension will include information and documentation to support the amendment request and a proposed schedule for completion.
3. The CFDA number associated with this funding is 97.067, Arizona Department of Homeland Security, State Homeland Security Grant Program. This information and the amount expended, if any, should be

referenced and clearly designated as "Passed through Maricopa County Sheriff's Office" on the "Schedule of Expenditures of Federal Awards" included with the Town's Annual Single Audit Reporting package.

4. To retain all financial records and other documents relevant to this agreement for a period of not less than five (5) years from the end of this Agreement, in compliance with A.R.S. § 35-214.
5. To comply with the applicable sections of all state and federal laws related to non-discrimination, equal access to employment opportunities, undue influence, and conflicts of interest under A.R.S. § 38-511.
6. Notices shall be sent in writing to designated personnel for each party as follows:

If intended for the Maricopa County Sheriff's Office:

Mr. Bob Rampy, Commander/TLO Intel Analyst
Telecommunications Technology
Maricopa County Sheriff's Office
102 W Madison
Phoenix, AZ 85003

If intended for the Prescott Valley Police Department:

Chief Bill Fessler
Prescott Valley Police Department
7601 East Civic Circle
Prescott Valley, AZ 86314

7. Other:
 - A. Indemnification: To the extent permitted by law, each party to this Agreement shall indemnify, defend and hold the other parties, their officers, departments, employees and agents, harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature which result from any act or omission of the indemnifying party, its agents, employees or anyone acting under its direction or control, whether intentional or negligent.
 - B. Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion: The undersigned by signing and submitting this Agreement has the authority to certify the Town to the terms, representations and/or warrants of this Certification. The Town defined as the primary participant in accordance with 28 CFR Part 66, certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted or for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

IN ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

Attorney for Town of Prescott Valley

Attorney for Maricopa County

BY: _____
Town Attorney Date

BY: _____
County Attorney Date