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CITY OF HOLBROOK

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ADDENDUM TO
REGULAR CITY COUNCIL MEETING
NOVEMBER 8, 2011
6:00 P.M.

The items on the following agenda are for discussion or consideration and possible action:

NEW BUSINESS:

D. Discussion/possible action regarding Broadband Opportunities Grant for Holbrook Public Library-Manager Alley.

Posted this 3rd day of November 2011.

Cher Reyes, CMC, CPM, City Clerk

HOLBROOK CITY COUNCIL
AGENDA ITEM

ISSUE/ITEM: Broadband Opportunities Program Round 2 (BTOP2) Grant subtitled Arizona Job Assistance Centers.

This award is defined in two grant in kind agreements transferring ownership of eleven labtops and one workstation, including software and peripherals; and an intergovernmental agreement authorizing reimbursement to the City for personnel costs associated with hiring an intern to create and operate a Job Help Hub in the Holbrook Library computer lab to provide service to Navajo County residents. The project is scheduled to run through June 14, 2013

DATE OF MEETING: November 8, 2011

ACTION REQUESTED: Accept the awards and approve staff proceeding with this project.

Total Cost of Item: Cost of personnel to be reimbursed through the BTOP2grant funds

Budget Line: Grants FY2012

Funds Available: Upon written request for reimbursement.

Approvals (as required)

_____

_____

INTERGOVERNMENTAL AGREEMENT
ASLAPR-AZJAC-IG-11-1-26
between
ARIZONA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS
and
City of Holbrook

WHEREAS A.R.S. §41-2701 et seq., authorizes the State of Arizona, as the Arizona State Library, Archive and Public Records ("**ASLAPR**"), to execute and administer a specific federal grant, American Recovery and Reinvestment Act (ARRA) - PCC, AZ Job Help Hubs @ Your Library, CFDA number 11.557, award number 04-41-B10521, awarded July 2, 2010, herein referred to as Broadband Technology Opportunities Program Round 2 ("**BTOP II**"), as administered by the U.S. Department of Commerce (DoC), National Institute of Standards and Technology (NIST).

THEREFORE, in consideration of the mutual promises and covenants contained herein, ASLAPR and **City of Holbrook** ("**RECIPIENT**"), located at 465 N 1st Ave, Holbrook, AZ 86025, enter into this Intergovernmental Agreement ("AGREEMENT") as follows:

1. Purpose of Agreement

To address the increased demand by job-seekers on local libraries as a local resource where patrons can utilize internet access to search for or apply to jobs and also obtain or improve job-related skills, ASLAPR will provide funding to RECIPIENT for the purpose of employing a part-time instructor ("**INSTRUCTOR**"). Specifically, these funds are to be used, solely, as compensation to the INSTRUCTOR for labor hours, employee administrative related expenses, and to offset allowable travel costs, if any, incurred by the INSTRUCTOR for activities that support the implementation and tasks specified in the BTOP II grant as set forth herein.

The BTOP II implementation has two components: (1) Job Help Hubs ("**JHH**") and (2) Virtual Workforce Workstations ("**VWW**"). Together these are dubbed the Arizona Job Assistance Centers ("**AzJAC**") project . The VWW is a single workstation dedicated to job seekers for job search and placement assistance, skill assessments, development of individual employment plans, and career planning. The JHH is a portable computer lab dedicated to assisting job seekers with skill assessments, skill development and adult education. At least one JHH will be located in each county and within those counties located in communities determined to have the greatest need. The JHH labs are intended to provide face-to-face training and re-training and there is a provision in the grant to provide for the INSTRUCTOR to help with resumes, job searches, employment applications, starting a business, and continuing education opportunities.

2. Effective Date/Term of Agreement

The term of the AGREEMENT shall commence on **November 28, 2011** ("**EFFECTIVE DATE**"), and shall remain in effect until June 14, 2013 ("**TERMINATION DATE**"), contingent upon federal funding, unless terminated or canceled as provided herein.

3. Contract Type

This AGREEMENT is a Cost Reimbursement, Sub-Grant Contract.

4. Description of Services

RECIPIENT shall hire INSTRUCTOR and shall guarantee that the INSTRUCTOR performs work, complies with his responsibilities, and meets the objectives for INSTRUCTOR as per BTOP II requirements and as described herein:

A. INSTRUCTOR Duties

As per the grant's terms and conditions, the INSTRUCTOR's primary duties are to provide training and one-on-one assistance to job-seekers in a classroom setting for an average of 18 hours per week. INSTRUCTOR will perform the following services:

(1) Perform services at the principal location, the **Holbrook Public Library** ("**PARTICIPATING LIBRARY**"),

(2) Participate in a training curriculum sponsored by Arizona Workforce Connection and sanctioned by ASLAPR. This training is focused on how to assist JHH patrons with resources, triage job and employment inquiries, and learn about the special issues of working with displaced employees. INSTRUCTOR will be paid for the hours while attending this training and may request reimbursement for travel costs as provided herein.

(3) With prior permission from ASLAPR, the INSTRUCTOR may, at the discretion and direction of the PARTICIPATING LIBRARY, attend other training provided by Arizona Workforce or other training deemed important to assist in providing training or education to job-seekers. INSTRUCTOR will be paid for the hours while attending this training and may request reimbursement for travel costs as provided herein.

(4) Install and implement any software on the JHH laptops as needed.

(5) Prioritize training by those endeavors deemed important by Arizona Workforce Connection and sanctioned by the PARTICIPATING LIBRARY.

(6) Utilize the JHH, or subsets of, at other venues as requested by and under the direction of the PARTICIPATING LIBRARY to provide services as described herein.

(7) Initiate, plan, construct, or deliver, presentations, talks, or seminars to promote the JHH availability and offerings as necessary.

B. Reporting Requirements

The RECIPIENT shall submit reports that contain the information required under section 1512(c) of the ARRA in accordance with any guidance issued by the Office of Management and Budget, the U.S. Department of Education (ARRA Division A, Section 1512(c)), the Governor's Office of Economic Recovery, or ASLAPR.

C. Hours and Compensation

(1) LABOR

RECIPIENT is to be reimbursed at a rate of $21.24 per hour worked by INSTRUCTOR. The INSTRUCTOR is to be compensated at a rate of $18.00 per hour, which represents the reimbursement to the RECIPIENT minus the RECIPIENT costs as specified in **Section 5, RECIPIENT Costs.**

The anticipated average monthly hours of contracted services are 75 hours based on a combination of an average 18 hours per week and a 52-week work-year. Based on the EFFECTIVE DATE and TERMINATION DATE, reimbursement to RECIPIENT for labor cannot exceed $1,876 in any one month and cannot exceed $32,826 for the entire contract without prior written permission from the ASLAPR. In any given month, RECIPIENT shall obtain this written permission three (3) business days prior to authorizing INSTRUCTOR to exceed monthly reimbursement amount established herein.

Upon the AGREEMENT being duly signed by both parties, ASLAPR and RECIPIENT will determine the method of time logging and the chain of administrative approval necessary and verify the INSTRUCTOR's hours for compensation and reporting.

(2) TRAVEL
Travel expenses shall be at the prevailing State rates 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. Travel expenses shall be at the prevailing State rates and reimbursable at cost. State rates, as established by the Arizona Department of Administration, General Accounting Office, and are made part of this agreement by reference herein (accessible at: www.gao.az.gov/travel/default.asp)

ASLAPR will reimburse expenses to RECIPIENT using a warrant, transfer, or by direct deposit. Method of payment will be at the discretion of ASLAPR and RECIPIENT will allow twenty (20) working days to receive payment from the time that ALSAPR receives a properly executed Travel Payment Request Form.

RECIPIENT will be reimbursed for INSTRUCTOR's mileage, only. The only exceptions are if the INSTRUCTOR provides services to RECIPIENT in one of the following four counties: Coconino, Yavapai, Mohave, Navajo, and Apache. INSTRUCTORS for these counties will be permitted to submit expenses supporting JHH endeavors involving overnight trips. A section of Travel Payment Request Form requires an explanation of the justification for such trips and completion of the section will be required for RECIPIENT to receive reimbursement. All travel reimbursement requests are subject to the policies set forth by Arizona Department of Administration, General Accounting Office.

5. RECIPIENT Costs

Subject to Section 218 Agreement between the State of Arizona and the Social Security Administration, the RECIPIENT is entitled to retain a maximum of 17.98% of the labor reimbursement rate as specified in **Section 4.C, Hours and Compensation**, , for costs associated with the administration of the INSTRUCTOR.. These costs are to be deducted from the hourly labor rate specified in **Section 4.C, Hours and Compensation**.

6. Documents Incorporated by Reference

Incorporation by Reference into AGREEMENT as if fully set forth herein are the following:

(1) Title XIV of the American Recovery and Reinvestment Act (ARRA) of 2009, known as the State Fiscal Stabilization Fund (Public Law 111-5 (H.R. 1), February 17, 2009; 123 Stat. 115, 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), as administered by the U.S. Department of Education.
(Included as Attachment 1 and accessible at:
http://www2.ed.gov/policy/gen/leg/recovery/statutory/stabilization-fund.doc).

It is the RECIPIENT's responsibility to obtain the most current revisions of this document.

7. RECIPIENT ARRA Assurances

RECIPIENT assures compliance with the guidelines, provisions and reporting requirements of the ARRA recipients. RECIPIENT accepts that the Federal Government may issue additional guidance or change requirements or terms and conditions of this AGREEMENT as ARRA funds are distributed and programs are implemented for the stated designated goals and quick timelines. RECIPIENT agrees that any such supplementary guidance, clarifications, or provisions, shall become terms and conditions of this award.

RECIPIENT certifies that it will not use ARRA funds for any unauthorized purposes and understands that misuse of ARRA funds may result in a range of penalties from suspension of funds to civil and/or criminal penalties.

8. Programmatic and Financial Reports

RECIPIENT shall provide quarterly program activity reports to the Grantor within five (5) calendar days of the last day of the quarter in which services are provided. RECIPIENT shall use the forms provided by ASLAPR to submit quarterly program activity reports. The report shall contain such information as deemed necessary by the ARRA guidance and ASLAPR. ASLAPR will sent these forms to both the PARTICIPATING LIBRARY and RECIPIENT upon receipt of the duly signed AGREEMENT.

9. Renewal

The AGREEMENT shall not bind nor purport to bind ASLAPR for any contractual commitment in excess of the original AGREEMENT period or amount. The AGREEMENT will terminates at the end of the grant period and ASLAPR reserves the right to cancel based on the cancellation criteria set forth in the AGREEMENT.

10. RECIPIENT'S Obligation Regarding Confidentiality

Due to the sensitive nature of the information maintained by ASLAPR, RECIPIENT acknowledges that all information disclosed to it concerning the ASLAPR's operations during performance of this Grant shall not be disclosed to third parties without ASLAPR's prior written consent. All proprietary information and all copies thereof shall be returned to ASLAPR upon completion of the work for which it was obtained or developed.

11. No Parole Evidence

This AGREEMENT is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

12. No Waiver

Either party's failure to insist on strict performance of any term or condition of the AGREEMENT shall not be construed as a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

13. Financial Reimbursement

The RECIPIENT shall be paid on a cost-reimbursement basis. The reimbursement amount is to be determined on the cash basis of accounting. The reimbursement request may be submitted monthly but must be submitted at least quarterly for those items submitted and approved in the budget inclusively.

RECIPIENT shall submit a final reimbursement request no more than fifteen (15) days after the AGREEMENT ends for expenses incurred prior to the date of AGREEMENT termination. All expenses must be liquidated prior to the final reimbursement request. Requests for reimbursement received later than fifteen (15) days after the AGREEMENT termination will not be paid. If awarded a contract, RECIPIENT must have sufficient funds to meet obligations for up to thirty (30) days while awaiting reimbursements from ASLAPR.

Notwithstanding any other payment provision of this AGREEMENT, failure of the RECIPIENT to submit required reports when due, or failure to perform or deliver required work, supplies or

services, may result in the withholding of payment under this AGREEMENT at the discretion of ASLAPR.

14. Manner of Financing

A. RECIPIENT will receive the amounts specified in **Section 4.C** of this AGREEMENT, **Hours and Compensation**, in the manner specified in Section 12 of this AGREEMENT, **Financial Reimbursement**, and as specified in within **Section 12**.

B. Payment made by ASLAPR to the RECIPIENT will be on a reimbursement basis only and is conditioned upon receipt of applicable, accurate and complete reimbursement documents, as required by ASLAPR, to be submitted by the RECIPIENT. Final payment shall be contingent upon receipt of all fiscal and programmatic reports required of the RECIPIENT under this AGREEMENT.

C. Requested reimbursement must be submitted in an all-inclusive basis.

D. Travel expenses shall be at State rates and reimbursable at cost as referenced in Section 4.C.2 of this AGREEMENT, **Travel.**

15. DUNS/CCR

The RECIPIENT is required to provide a Dun and Bradstreet Data Universal Numbering System (DUNS) number for the fiscal agent and proof of current registration in the Central Contractor Registration (CCR) database. CCR registration must be maintained for the term of the AGREEMENT.

16. Restrictions on Lobbying

The RECIPIENT shall not use these funds to pay for, influence, or seek to influence any officer or employee of the State of Arizona or the federal government.

17. Printed Material

It is agreed that any report or printed matter completed as a part of this AGREEMENT is a work for hire and shall not be copyrighted by the RECIPIENT. Any publicly printed material under this AGREEMENT shall state "This project was supported by the U.S. Department of Commerce, the Governor's Office of Economic Recovery, and Arizona State Library, Archives and Public Records".

18. Fiscal Responsibility

It is understood and agreed that the total amount of the funds used under this AGREEMENT shall be used for the project as specified within this AGREEMENT. Should the project not be completed, be partially completed, or be completed at a lower cost than the original budget called for, the amount reimbursed to RECIPIENT shall be for only the amount of dollars actually spent by the RECIPIENT. For any funds received under this AGREEMENT for which expenditure is disallowed in an audit exception by the ASLAPR, the State of Arizona, or Federal government, RECIPIENT shall reimburse said funds directly to the ASLAPR immediately within fifteen (15) business days, exclusive of state holidays.

19. Records and Audit Trails

Under A.R.S. § 35-214 and § 35-215, the RECIPIENT shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the performance of the AGREEMENT for a period of five (5) years after the closing of the federal grant. The RECIPIENT's books and records may be subject to an audit by the State of Arizona or Federal Government, to the extent that the books and records relate to the performance of the AGREEMENT.

RECIPIENT shall maintain proper audit trails for all reports related to this AGREEMENT. ASLAPR reserves the right to review all program records.

All records shall be subject to inspection and audit by the State of Arizona or Federal government at reasonable times. Upon request, RECIPIENT shall produce a legible copy of any or all such records.

20. Funds Management

The RECIPIENT must maintain funds received under this AGREEMENT in separate ledger accounts and cannot mix these funds with other sources. RECIPIENT must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

The RECIPIENT must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:
(1) Financial Management
(2) Personnel
(3) Travel

A system is adequate if it is: 1) written; 2) consistently followed (it applies in all similar circumstances); and 3) consistently applied (it applies to all sources of funds). The ASLAPR reserves the right to review all business systems policies.

The fiscal person is considered a Key Person for this grant and it is essential that RECIPIENT provide adequate and competent personnel capable of achieving the successful accomplishment of obligations under this AGREEMENT.

21. Assignment and Delegation

RECIPIENT may not assign any rights hereunder without the express, prior written consent of ASLAPR.

22. Notification Regarding Changes

RECIPIENT shall notify ASLAPR in writing, with immediate notice, of any changes that will directly affect service delivery under the terms of this AGREEMENT. No changes shall be implemented without written approval or a formal amendment to this AGREEMENT issued by ASLAPR.

23. Amendments

Any change in the AGREEMENT, including material changes to the scope of work and/or the budget described herein, whether by modification or supplementation, must be accomplished by a formal AGREEMENT amendment signed and approved by and between the duly authorized representatives of the RECIPIENT and ASLAPR. ASLAPR may approve or reject any amendment, when necessary. Any such amendment shall specify an effective date, any increases or decreases in the amount of the RECIPIENT's compensation, if applicable, and entitled as an "Amendment" and signed by the parties identified in the preceding sentence. The RECIPIENT expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification or supplementation to the AGREEMENT.

24. Subcontractors

The RECIPIENT shall not enter into any Subcontract under this AGREEMENT for the performance of this AGREEMENT without the advance written approval of ASLAPR. The RECIPIENT shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this AGREEMENT.

25. Cancellation for Conflict of Interest

ASLAPR may, by written notice to the RECIPIENT, immediately cancel this AGREEMENT without penalty or further obligation pursuant to A.R.S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating of the AGREEMENT on behalf of ASLAPR is an employee or agent of any other party in any capacity or a consultant to any other party to the AGREEMENT with respect to the subject matter of the AGREEMENT. Such cancellation shall be effective when the RECIPIENT to the AGREEMENT receives written notice from ASLAPR, unless the notice specifies a later time.

26. Cancellation for Cause

ASLAPR reserves the right to cancel the whole or any part of the AGREEMENT due to failure of the RECIPIENT to carry out any term or condition of the AGREEMENT, to maintain all required insurance policies, bonds, licenses, permits, or to make unsatisfactory progress in performing this AGREEMENT.

If ASLAPR determines there is cause for cancellation, ASLAPR shall issue a written ten (10) day notice of default to the RECIPIENT and ASLAPR may cancel the AGREEMENT. If ASLAPR cancels AGREEMENT pursuant to this clause, the State reserves all rights or claims to damage for breach of contract.

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27. AGREEMENT Termination

ASLAPR reserves the right to terminate the AGREEMENT at any time, for the convenience of ASLAPR, without penalty or recourse, by giving written notice to the RECIPIENT at least thirty (30) days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the RECIPIENT under the AGREEMENT shall, at the option of ASLAPR, become property of the State of Arizona. The RECIPIENT shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

28. Force Majeure

If either party hereto is delayed or prevented from the performance of any act required in this AGREEMENT by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of or payment for such act will be excused for the period of the delay.

29. Non-Discrimination

All parties to this AGREEMENT agree to comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 09-09, which mandates that all persons, regardless of race, religion, color, age, sex, or national origin shall have equal access to employment opportunities. All parties shall comply with 1) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental disability; 2) all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor; 3) all applicable provisions and regulations relating to the Americans with Disabilities Act, as amended and the Arizona Disability Act of 1992 (A.R.S. 41-1492 et seq.); and 4) all applicable provisions and regulations relating to President's Executive Order No. 13279 – Equal Protection of the Laws for Faith-based and Community Organizations.

30. Ownership of Information

ASLAPR reserves the right to review and approve any publications funded or partially funded through this AGREEMENT. All publications funded or partially funded through this AGREEMENT shall recognize the Broadband Technology Opportunities Program, administered by the U.S. Department of Commerce and the Arizona State Library, Archives and Public Records.

31. Partial Invalidity

Any term or provision of this AGREEMENT that is hereafter declared contrary to any current or future law, order, regulation or rule, or which is otherwise invalid, shall be deemed stricken from this AGREEMENT without impairing the validity of the remainder of this AGREEMENT.

32. Arbitration

In the event of any dispute arising under this AGREEMENT, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving rise to the dispute. The parties shall follow the procedures set forth in this section to facilitate a resolution and attempt to avoid litigation.

The parties shall negotiate in good faith to resolve the dispute within sixty (60) days of receiving notice of the existence of the dispute. However, if the parties do not reach such resolution within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules, in compliance with A.R.S. §12-1518, and any such proceeding shall be held in Maricopa County, Arizona.

33. Governing Law

This AGREEMENT shall be governed and interpreted by the laws of the State of Arizona. The venue for any proceedings, actions, or suits arising from this AGREEMENT shall be in Maricopa County, Arizona.

34. Paragraph Headings

The descriptive headings of this AGREEMENT are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions in this AGREEMENT.

35. Notices

Any and all notices, requests, demands or communications by either party to this AGREEMENT, pursuant to or in connection with this AGREEMENT shall be in writing and shall be delivered in person, facsimile, e-mail, or shall be sent by the United States Postal Service, first class, to the respective parties at the following addresses:

Correspondence to RECIPIENT:	Correspondence to Grantor:
[Wendy Skevington]	Laura Stone
[Library Director]	BTOP II Program Director
City of Holbrook	Arizona State Library and Archives
Holbrook Public Library	1700 West Washington
403 Park St	Suite 200
Holbrook, AZ 86025	Phoenix, AZ 85007
Telephone: (928) 524 - 3732	Telephone: (___) ___ - _____
Email: holbrookinterlibraryloan@gmail.com	Email:
Fax: (928) 524 - 2159	Fax: (___) ___ - _____

36. Indemnification Clause

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.

In addition, RECIPIENT shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "**Indemnitee**") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "**Claims**") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of RECIPIENT's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

37. Compliance with Applicable Laws

All parties to this AGREEMENT shall comply with all applicable Federal, State, and local laws.

38. Licensing and Permits

RECIPIENT shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the RECIPIENT. RECIPIENT shall ensure that INSTRUCTOR maintains all applicable federal, state and local licenses and permits required to perform under this AGREEMENT.

39. Suspension or Debarment Status

If the RECIPIENT has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government, the applicant must include a letter with its application setting forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment.

Failure by the RECIPIENT to supply the letter or to disclose in the letter all pertinent information regarding a suspension or debarment or failure to offer proof of the expiration or lifting of the disbarment or suspension, shall result in denial to the RECIPIENT from participating in this AGREEMENT or cancellation of this AGREEMENT. ASLAPR may also exercise any remedy available by law.

40. Federal Immigration Laws and E-verify

By entering into this AGREEMENT, the RECIPIENT warrants compliance with the Federal Immigration and Nationality Act and all other federal immigration laws and regulations related to the immigration status of its employees and, in accordance with A.R.S. § 41-4401, warrants its compliance with the applicable sections of the Arizona Administrative Code and A.R.S. § 23-214, Subsection A (participation in E-verify), during the term of the AGREEMENT. Further, the RECIPIENT shall flow down these requirements to all subcontractors utilized during the term of the AGREEMENT.

The State shall retain the right to perform random audits of RECIPIENT and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the RECIPIENT and/or any subcontractors be found noncompliant, the State may pursue all remedies

allowed by law, including, but not limited to suspension of work, termination of the AGREEMENT for default and suspension and/or debarment of the contractor.

41. Counterparts

This AGREEMENT may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one AGREEMENT.

42. Prohibition on Government Contracts Regarding Iran and Sudan

In accordance with A.R.S. § 35-391.06 and § 35-393.06, the RECIPIENT hereby certifies that the RECIPEINT does not have scrutinized business operations in Sudan or Iran.

43. Authority to Execute this AGREEMENT

Each individual executing this AGREEMENT on behalf of the RECIPIENT represents and warrants that he or she is duly authorized to execute this AGREEMENT.

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

RECIPIENT:	*ASLAPR:*
City of Holbrook	**Arizona State Library,** **Archive and Public Records**
465 N 1st Ave Holbrook, AZ Zip: 86025	1700 W. Washington Suite 200 Phœnix, AZ 85007
Signature	Signature
Name (print): Ray Alley Title: City Manager	Jim Drake Assistant Secretary of State
DATE: / / 2011	DATE: / / 2011

ATTACHMENT 1

American Recovery and Reinvestment Act of 2009
Public Law 111-5 (H.R. 1), February 17, 2009; 123 Stat. 115

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

Below are excerpts from Public Law 111-5, as amended by Public Law 111-8, that relate to the State Fiscal Stabilization Fund administered by the U.S. Department of Education. The U.S. Department of Education has posted this information as a courtesy to readers. The official (and controlling) texts of this material will be printed in those two Public Laws.

DIVISION A, TITLE XIV – STATE FISCAL STABILIZATION FUND
DEPARTMENT OF EDUCATION
STATE FISCAL STABILIZATION FUND

GENERAL PROVISIONS – THIS TITLE

SEC. 14001. ALLOCATIONS.

(a) Outlying Areas. From the amount appropriated to carry out this title, the Secretary of Education shall first allocate up to one-half of 1 percent to the outlying areas on the basis of their respective needs, as determined by the Secretary, in consultation with the Secretary of the Interior, for activities consistent with this title under such terms and conditions as the Secretary may determine.

(b) Administration and Oversight. The Secretary may, in addition, reserve up to $14,000,000 for administration and oversight of this title, including for program evaluation.

(c) Reservation for Additional Programs. After reserving funds under subsections (a) and (b), the Secretary shall reserve $5,000,000,000 for grants under sections 14006 and 14007.

(d) State Allocations. After carrying out subsections (a), (b), and (c), the Secretary shall allocate the remaining funds made available to carry out this title to the States as follows:

(1) 61 percent on the basis of their relative population of individuals aged 5 through 24.

(2) 39 percent on the basis of their relative total population.

(e) State Grants. From funds allocated under subsection (d), the Secretary shall make grants to the Governor of each State.

(f) Reallocation. The Governor shall return to the Secretary any funds received under subsection (e) that the Governor does not award as subgrants or otherwise commit within two years of receiving such funds, and the Secretary shall reallocate such funds to the remaining States in accordance with subsection (d).

SEC. 14002. STATE USES OF FUNDS.

(a) Education Fund.

(1) In general. For each fiscal year, the Governor shall use 81.8 percent of the State's allocation under section 14001(d) for the support of elementary, secondary, and postsecondary education and, as applicable, early childhood education programs and services.

(2) Restoring state support for education.

(A) In general. The Governor shall first use the funds described in paragraph (1)—

(i) to provide the amount of funds, through the State's primary elementary and secondary education funding formulae, that is needed—

(I) to restore, in each of fiscal years 2009, 2010, and 2011, the level of State support provided through such formulae to the greater of the fiscal year 2008 or fiscal year 2009 level; and

(II) where applicable, to allow existing State formulae increases to support elementary and secondary education for fiscal years 2010 and 2011 to be implemented and allow funding for phasing in State equity and adequacy adjustments, if such increases were enacted pursuant to State law prior to October 1, 2008.

(ii) to provide, in each of fiscal years 2009, 2010, and 2011, the amount of funds to public institutions of higher education in the State that is needed to restore State support for such institutions (excluding tuition and fees paid by students) to the greater of the fiscal year 2008 or fiscal year 2009 level.

(B) Shortfall. If the Governor determines that the amount of funds available under paragraph (1) is insufficient to support, in each of fiscal years 2009, 2010, and 2011, public elementary, secondary, and higher education at the levels described in clauses (i) and (ii) of subparagraph (A), the Governor shall allocate those funds between those clauses in proportion to the relative shortfall in State support for the education sectors described in those clauses.

(C) Fiscal year. For purposes of this paragraph, the term "fiscal year" shall have the meaning given such term under State law.

(3) Subgrants to improve basic programs operated by local educational agencies.--After carrying out paragraph (2), the Governor shall use any funds remaining under paragraph (1) to provide local educational agencies in the State with subgrants based on their relative shares of funding under part A of title I of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6311 et seq.) for the most recent year for which data are available.

(b) Other Government Services.

(1) In general. The Governor shall use 18.2 percent of the State's allocation under section 14001(d) for public safety and other government services, which may include assistance for elementary and secondary education and public institutions of higher education, and for modernization, renovation, or repair of public school facilities and institutions of higher education facilities, including modernization, renovation, and repairs that are consistent with a recognized green building rating system.

(2) Availability to all institutions of higher education. A Governor shall not consider the type or mission of an institution of higher education, and shall consider any institution for funding for modernization, renovation, and repairs within the State that—

(A) qualifies as an institution of higher education, as defined in subsection 14013(3); and

(B) continues to be eligible to participate in the programs under title IV of the Higher Education Act of 1965.

(c) Rule of Construction. Nothing in this section shall allow a local educational agency to engage in school modernization, renovation, or repair that is inconsistent with State law.

SEC. 14003. USES OF FUNDS BY LOCAL EDUCATIONAL AGENCIES.

(a) In General. local educational agency that receives funds under this title may use he funds for any activity authorized by the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6301 et seq.) ("SEA"), the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.) ("IDEA"), the Adult Education and Family Literacy Act (20 U.S.C. 9201 et seq.), or the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.) ("the Perkins Act") or for modernization, renovation, or repair of public school facilities, including modernization, renovation, and repairs that are consistent with a recognized green building rating system.

(b) Prohibition. A local educational agency may not use funds received under this title for—

(1) payment of maintenance costs;

(2) stadiums or other facilities primarily used for athletic contests or exhibitions or other events for which admission is charged to the general public;

(3) purchase or upgrade of vehicles; or

(4) improvement of stand-alone facilities whose purpose is not the education of children, including central office administration or operations or logistical support facilities.

(c) Rule of Construction. Nothing in this section shall allow a local educational agency to engage in school modernization, renovation, or repair that is inconsistent with State law.

SEC. 14004. USES OF FUNDS BY INSTITUTIONS OF HIGHER EDUCATION.

(a) In General. A public institution of higher education that receives funds under this title shall use the funds for education and general expenditures, and in such a way as to mitigate the need to raise tuition and fees for in-State students, or for modernization, renovation, or repair of institution of higher education facilities that are primarily used for instruction, research, or student housing, including modernization, renovation, and repairs that are consistent with a recognized green building rating system.

(b) Prohibition. An institution of higher education may not use funds received under this title to increase its endowment.

(c) Additional Prohibition. No funds awarded under this title may be used for—

(1) the maintenance of systems, equipment, or facilities;

(2) modernization, renovation, or repair of stadiums or other facilities primarily used for athletic contests or exhibitions or other events for which admission is charged to the general public; or

(3) modernization, renovation, or repair of facilities—

(A) used for sectarian instruction or religious worship; or

(B) in which a substantial portion of the functions of the facilities are subsumed in a religious mission.

SEC. 14005. STATE APPLICATIONS.

(a) In General. The Governor of a State desiring to receive an allocation under section 14001(d) shall submit an application at such time, in such manner, and containing such information as the Secretary may reasonably require.

(b) Application. In such application, the Governor shall—

(1) include the assurances described in subsection (d);

(2) provide baseline data that demonstrates the State's current status in each of the areas described in such assurances; and

(3) describe how the State intends to use its allocation, including whether the State will use such allocation to meet maintenance of effort requirements under the ESEA and IDEA and, in such cases, what amount will be used to meet such requirements.

(c) Incentive Grant Application. The Governor of a State seeking a grant under section 14006 shall—

(1) submit an application for consideration;

(2) describe the status of the State's progress in each of the areas described in subsection (d), and the strategies the State is employing to help ensure that students in the subgroups described in section 1111(b)(2)(C)(v)(II) of the ESEA (20 U.S.C. 6311(b)(2)(C)(v)(II)) who have not met the State's proficiency targets continue making progress toward meeting the State's student academic achievement standards;

(3) describe the achievement and graduation rates (as described in section 1111(b)(2)(C)(vi) of the ESEA (20 U.S.C. 6311(b)(2)(C)(vi)) and as clarified in section 200.19(b)(1) of title 34, Code of Federal Regulations) of public elementary and secondary school students in the State, and the strategies the State is employing to help ensure that all subgroups of students identified in section 1111(b)(2) of the ESEA (20 U.S.C. 6311(b)(2)) in the State continue making progress toward meeting the State's student academic achievement standards;

(4) describe how the State would use its grant funding to improve student academic achievement in the State, including how it will allocate the funds to give priority to high-need local educational agencies; and

(5) include a plan for evaluating the State's progress in closing achievement gaps.

(d) Assurances. An application under subsection (b) shall include the following assurances:

(1) Maintenance of effort.

(A) Elementary and secondary education. The State will, in each of fiscal years 2009, 2010, and 2011, maintain State support for elementary and secondary education at least at the level of such support in fiscal year 2006.

(B) Higher education. The State will, in each of fiscal years 2009, 2010, and 2011, maintain State support for public institutions of higher education (not including support for capital projects or for research and development or tuition and fees paid by students) at least at the level of such support in fiscal year 2006.

(2) Achieving equity in teacher distribution. The State will take actions to improve teacher effectiveness and comply with section 1111(b)(8)(C) of the ESEA (20 U.S.C. 6311(b)(8)(C)) in order to address inequities in the distribution of highly qualified teachers between high- and low-poverty schools, and to ensure that low-income and minority children are not taught at higher rates than other children by inexperienced, unqualified, or out-of-field teachers.

(3) Improving collection and use of data. The State will establish a longitudinal data system that includes the elements described in section 6401(e)(2)(D) of the America COMPETES Act (20 U.S.C. 9871).

(4) Standards and assessments. The State—

(A) will enhance the quality of the academic assessments it administers pursuant to section 1111(b)(3) of the ESEA (20 U.S.C. 6311(b)(3)) through activities such as those described in section 6112(a) of such Act (20 U.S.C. 7301a(a));

(B) will comply with the requirements of paragraphs (3)(C)(ix) and (6) of section 1111(b) of the ESEA (20 U.S.C. 6311(b)) and section 612(a)(16) of the IDEA (20 U.S.C. 1412(a)(16)) related to the inclusion of children with disabilities and limited English proficient students in State assessments, the development of valid and reliable assessments for those students, and the provision of accommodations that enable their participation in State assessments; and

(C) will take steps to improve State academic content standards and student academic achievement standards consistent with section 6401(e)(1)(A)(ii) of the America COMPETES Act.

(5) Supporting struggling schools. The State will ensure compliance with the requirements of section 1116(b)(7)(C)(iv) and section 1116(b)(8)(B) of the ESEA with respect to schools identified under such sections.

SEC. 14006. STATE INCENTIVE GRANTS.

(a) In General.

(1) Reservation. From the total amount reserved under section 14001(c) that is not used for section 14007, the Secretary may reserve up to 1 percent for technical assistance to States to assist them in meeting the objectives of paragraphs (2), (3), (4), and (5) of section 14005(d).

(2) Remainder. Of the remaining funds, the Secretary shall, in fiscal year 2010, make grants to States that have made significant progress in meeting the objectives of paragraphs (2), (3), (4), and (5) of section 14005(d).

(b) Basis for Grants. The Secretary shall determine which States receive grants under this section, and the amount of those grants, on the basis of information provided in State applications under section 14005 and such other criteria as the Secretary determines appropriate, which may include a State's need for assistance to help meet the objective of paragraphs (2), (3), (4), and (5) of section 14005(d).

(c) Subgrants to Local Educational Agencies. Each State receiving a grant under this section shall use at least 50 percent of the grant to provide local educational agencies in the State with subgrants based on their relative shares of funding under part A of title I of the ESEA (20 U.S.C. 6311 et seq.) for the most recent year.

SEC. 14007. INNOVATION FUND.

(a) In General.

(1) Eligible entities. For the purposes of this section, the term "eligible entity" means—

(A) a local educational agency; or

(B) a partnership between a nonprofit organization and—

(i) one or more local educational agencies; or

(ii) a consortium of schools.

(2) Program established. From the total amount reserved under section 14001(c), the Secretary may reserve up to $650,000,000 to establish an Innovation Fund, which shall consist of academic achievement awards that recognize eligible entities that meet the requirements described in subsection (b).

(3) Basis for awards. The Secretary shall make awards to eligible entities that have made significant gains in closing the achievement gap as described in subsection (b)(1)—

(A) to allow such eligible entities to expand their work and serve as models for best practices;

(B) to allow such eligible entities to work in partnership with the private sector and the philanthropic community; and

(C) to identify and document best practices that can be shared, and taken to scale based on demonstrated success.

(b) Eligibility. To be eligible for such an award, an eligible entity shall—

(1) have significantly closed the achievement gaps between groups of students described in section 1111(b)(2) of the ESEA (20 U.S.C. 6311(b)(2));

(2) have exceeded the State's annual measurable objectives consistent with such section 1111(b)(2) for 2 or more consecutive years or have demonstrated success in significantly increasing student academic achievement for all groups of students described in such section through another measure, such as measures described in section 1111(c)(2) of the ESEA;

(3) have made significant improvement in other areas, such as graduation rates or increased recruitment and placement of high-quality teachers and school leaders, as demonstrated with meaningful data; and

(4) demonstrate that they have established partnerships with the private sector, which may include philanthropic organizations, and that the private sector will provide matching funds in order to help bring results to scale.

(c) Special Rule. In the case of an eligible entity that includes a nonprofit organization, the eligible entity shall be considered to have met the eligibility requirements of paragraphs (1), (2), (3) of subsection (b) if such nonprofit organization has a record of meeting such requirements.

SEC. 14008. STATE REPORTS.

For each year of the program under this title, a State receiving funds under this title shall submit a report to the Secretary, at such time and in such manner as the Secretary may require, that describes—

(1) the uses of funds provided under this title within the State;

(2) how the State distributed the funds it received under this title;

(3) the number of jobs that the Governor estimates were saved or created with funds the State received under this title;

(4) tax increases that the Governor estimates were averted because of the availability of funds from this title;

(5) the State's progress in reducing inequities in the distribution of highly qualified teachers, in implementing a State longitudinal data system, and in developing and implementing valid and reliable assessments for limited English proficient students and children with disabilities;

(6) the tuition and fee increases for in-State students imposed by public institutions of higher education in the State during the period of availability of funds under this title, and a description of any actions taken by the State to limit those increases;

(7) the extent to which public institutions of higher education maintained, increased, or decreased enrollment of in-State students, including students eligible for Pell Grants or other need-based financial assistance; and

(8) a description of each modernization, renovation and repair project funded, which shall include the amounts awarded and project costs.

SEC. 14009. EVALUATION.

The Comptroller General of the United States shall conduct evaluations of the programs under sections 14006 and 14007 which shall include, but not be limited to, the criteria used for the awards made, the States selected for awards, award amounts, how each State used the award received, and the impact of this funding on the progress made toward closing achievement gaps.

SEC. 14010. SECRETARY'S REPORT TO CONGRESS.

The Secretary shall submit a report to the Committee on Education and Labor of the House of Representatives, the Committee on Health, Education, Labor, and Pensions of the Senate, and the Committees on Appropriations of the House of Representatives and of the Senate, not less than 6 months following the submission of State reports, that evaluates the information provided in the State reports under section 14008 and the information required by section 14005(b)(3) including State-by-State information.

SEC. 14011. PROHIBITION ON PROVISION OF CERTAIN ASSISTANCE.

No recipient of funds under this title shall use such funds to provide financial assistance to students to attend private elementary or secondary schools, unless such funds are used to provide special education and related services to children with disabilities, as authorized by the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.).

SEC. 14012. FISCAL RELIEF.

(a) In General. For the purpose of relieving fiscal burdens on States and local educational agencies that have experienced a precipitous decline in financial resources, the Secretary of Education may waive or modify any requirement of this title relating to maintaining fiscal effort.

(b) Duration. A waiver or modification under this section shall be for any of fiscal year 2009, fiscal year 2010, or fiscal year 2011, as determined by the Secretary.

(c) Criteria. The Secretary shall not grant a waiver or modification under this section unless the Secretary determines that the State receiving such waiver or modification will not provide for elementary, secondary, and public higher education, for the fiscal year under consideration, a smaller percentage of the total revenues available to the State than the percentage provided for such purpose in the preceding fiscal year.

(d) Maintenance of Effort. Upon prior approval from the Secretary, a State or local educational agency that receives funds under this title may treat any portion of such funds that is used for elementary, secondary, or postsecondary education as non-Federal funds for the purpose of any requirement to maintain fiscal effort under any other program, including part C of the Individuals with Disabilities Education Act (20 U.S.C. 1431 et seq.), administered by the Secretary.

(e) Subsequent Level of Effort. Notwithstanding (d), the level of effort required by a State or local educational agency for the following fiscal year shall not be reduced.

SEC. 14013. DEFINITIONS.

Except as otherwise provided in this title, as used in this title—

(1) the terms "elementary education" and "secondary education" have the meaning given such terms under State law;

(2) the term "high-need local educational agency" means a local educational agency—

(A) that serves not fewer than 10,000 children from families with incomes below the poverty line; or

(B) for which not less than 20 percent of the children served by the agency are from families with incomes below the poverty line;

(3) the term "institution of higher education" has the meaning given such term in section 101 of the Higher Education Act of 1965 (20 U.S.C. 1001);

(4) the term "Secretary" means the Secretary of Education;

(5) the term "State" means each of the 50 States, the District of Columbia, and the Commonwealth of Puerto Rico; and

(6) any other term used that is defined in section 9101 of the ESEA (20 U.S.C. 7801) shall have the meaning given the term in such section.

[END]