

COUNCIL ACTION FORM

SUBJECT: FISCAL AGENCY AGREEMENT WITH AMES FOUNDATION IN SUPPORT OF POLICE OUTREACH, OFFICER SAFETY, AND TRAINING ENHANCEMENTS

BACKGROUND:

Community donors have made a contribution to the Ames Foundation in support of the Ames Police Department, with the intention that these funds be used to enhance officer safety. It is proposed that the City enter into a fiscal agency agreement with the Foundation in order to utilize these donations.

Planned enhancements may come through the purchase of equipment, community outreach, or training activities. Specific examples include ballistic shields or other bullet resistant equipment for the officers or the vehicles they use, outreach supplies and events designed to strengthen relationships between the police and community, and specialized training that may make the officers safer as they fulfill the responsibilities of their positions.

Purchases associated with these activities will be conducted under the City's purchasing policies. Therefore, the department will be able to budget for expenditure of these funds through the normal budget process or by specification of the availability of these donation funds if not already approved in the budget process. The City Manager's Office and Finance Department oversee the purchasing process and must approve any unbudgeted items or budget amendments associated with these expenses.

The City will receive reimbursement from the Ames Foundation for purchases that align with the three purposes noted earlier. Thus, the City purchasing process becomes the controlling procedure for any request to utilize these funds.

The attached agreement outlines the arrangement between the Ames Foundation and the City. This includes the three purpose areas that constitute appropriate use of the funds, the reimbursable nature of expenditures, and the administrative costs of the Ames Foundation.

ALTERNATIVES:

1. Approve the attached fiscal agency agreement with the Ames Foundation.
2. Direct that changes be made to the attached agreement.
3. Do not approve the agreement with the Ames Foundation.

CITY MANAGER'S RECOMMENDED ACTION:

These donated funds will allow enhancement of community outreach and contribute toward a safer, more effective Police Department. Funds will be under the control of the independent Ames Foundation, and all purchases will be made in a manner consistent with established City purchasing policies.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the attached fiscal agency agreement.

**MEMORANDUM OF AGREEMENT BETWEEN THE AMES FOUNDATION AND THE CITY OF AMES
FOR ACTING AS THE FISCAL AGENT FOR THE AMES POLICE DEPARTMENT COMMUNITY
OUTREACH / OFFICER SAFETY AND TRAINING ENHANCEMENTS**

This agreement between The Ames Foundation (The Foundation) and The City of Ames (The City), shall provide for the basis of a FISCAL AGENCY AGREEMENT between The Foundation and The City as The Foundation acts as fiscal agent for donations received for use by the Ames Police Department. It is anticipated that this fiscal agency will be in effect from April of 2017, until December 31, 2019. Either party may request of the other party, that the partnership be continued beyond this end date.

1. The Ames Foundation shall serve as the fiscal agent for donations received in a community-wide effort to assist the Ames Police Department in enhancing its community outreach/officer safety and training efforts. The Foundation shall establish a separate account for the holding of any funds donated for the above stated purpose, called the Ames Police Department Fund.
2. The Foundation will formally acknowledge all gifts of \$250 or more, and send appropriate correspondence to the donors.
3. The Executive Committee of the Foundation will oversee the account, and be authorized to make expenditures from the account. In general, these will be reimbursements to the City of Ames for purchases of goods or services.
4. The Foundation will make deposits of funds into the account, as approved by the Foundation Board of Directors, as donations are received.
5. This agreement may be amended with the mutual consent of both The Foundation and The City of Ames.
6. The Ames Police Chief or designee shall be authorized to approve expenditures from the Ames Police Department Fund in accordance with a plan approved by the City Council.
7. The Ames Police Department Fund will not receive interest earnings in accordance with the established policies of The Ames Foundation.
8. The Foundation will receive a one-time fee of 2 % of every gift received.
9. To the fullest extent permitted by law, the City of Ames will defend, pay on behalf of, indemnify which and hold harmless The Ames Foundation, its officers, directors and any volunteers working on The Foundation's behalf, against any and all claims, demands, suits or loss (including all costs) and for any damages claimed, asserted or recovered from The Ames Foundation arising out of or connected to this agreement. This includes any losses due to bodily injury, death and /or property damage, or any other act or failure to act, by The Ames Foundation which arises out of or is in any way connected with this agreement.
10. The Ames Foundation's sole role is to serve as a fiscal agent for the Ames Police Department Fund under this agreement.

This agreement is entered into this _____ day of April, 2017

For The Ames Foundation

By: _____

Title: _____

Date _____

For the City of Ames

By: _____

Title: _____

Date _____