

RESOLUTION 89-98

A RESOLUTION OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, TO ENTER INTO A SUBGRANTEE AGREEMENT WITH THE FRIENDS OF THE LIBRARY FOR THE ADULT LITERACY GRANT.


WHEREAS, the TOWN OF CAMP VERDE has received a grant award from the U.S. Department of Education under the Library Services and Construction Act Amendments of 1984 for a program entitled Library Literacy Program in the amount of thirteen thousand, five hundred dollars (\$13,500.) to conduct an adult literacy program; and

WHEREAS, the U.S. Department of Education does allow for subgrantee agreements to operate this program.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona:

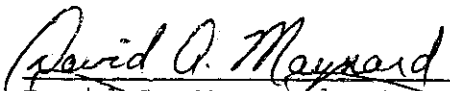
SECTION 1. That the TOWN shall enter into a subgrantee agreement with the FRIENDS OF THE LIBRARY to operate an adult literacy program pursuant to the appropriate U.S. Department of Education regulations.

PASSED, APPROVED AND ADOPTED by the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona this 1st day of November, 1989.




T.A. Parsons, Mayor

ATTEST:

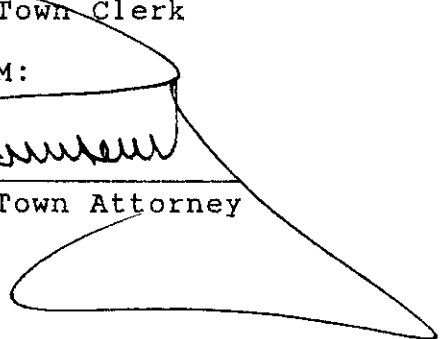


David A. Maynard, Town Clerk

APPROVED AS TO FORM:



Ronald C. Ramsey, Town Attorney



SERVICES AGREEMENT
ADULT LITERACY GRANT
BETWEEN THE TOWN OF CAMP VERDE
AND THE FRIENDS OF THE LIBRARY
January 1, 1989

WHEREAS the TOWN OF CAMP VERDE has received a grant award from the U.S. Department of Education under the Library Services and Construction Act Amendment of 1984 for a program entitled Library Literacy Program in the amount of \$13,500 for the conduct of an adult literacy program; and

WHEREAS the FRIENDS OF THE LIBRARY has successfully operated an adult literacy program in the Town of Camp Verde for a period of time preceding this grant award; and

WHEREAS the Town of Camp Verde and the Friends of the Library are of like mind that this program and the general administration of the grant can be best accomplished by the Friends of the Library through a continuation of its existing program with the support of the grant award; and

WHEREAS the U.S. Department of Education does allow for sub-grantee agreement for the conduct of this program;

NOW THEREFORE THE TOWN OF CAMP VERDE (TOWN) and THE FRIENDS OF THE LIBRARY (FRIENDS) do mutually agree to the following terms and conditions for the granting of operational control of the program to the FRIENDS:

1) The Town hereby authorizes the FRIENDS to act in its behalf in the operation and conduct of the day-to-day procedural requirement of the Adult Literacy Program, operation and conduct of which shall be based upon the regulations of the U.S. Department of Education as promulgated in the "EDUCATION DEPARTMENT GENERAL ADMINISTRATIVE REGULATIONS (EDGAR), 34 CFR parts 74, 75, 76, 77, 79, 80 and 85, Revised July 1, 1988, the Attachments A, B, and S to the GRANT AWARD NOTIFICATION and the provisions of the Grant Application AZ 881118-10-0787 dated November 18, 1988 entitled Camp Verde Adult Reading Program, incorporating its budget as revised June 7, 1989.

2) The TOWN shall, in order to expedite the start of this program, provide a location for the office, and out of library conduct of this program, on a temporary basis. This location shall be the ticket office area of the gymnasium at the "Old High School Complex", so called. There will be no charge to the program or the FRIENDS for this provision and the TOWN shall provide for a fresh coat of paint, a replacement door with a lock set and improvements to the lighting and the ceiling.

3) The FRIENDS shall, in order to expedite the start of this program, continue to utilize the services of Bob Keim, as program director, for a period of at least ninety (90) days. In addition, Bob Keim, who is currently shall continue to fulfill that role for the same period. In light of this continued service to the program and the federal provisions for the continuity of employment of program personnel, the requirements for the advertisement and hiring procedures of the Program Coordinator are hereby waived for the purposes of startup. Any change of program coordinator will require full advertising and hiring procedures.

4) The TOWN shall endeavor, after the grant program is underway, to provide more suitable quarters for the program. At such time as the more suitable quarters become available, the FRIENDS shall vacate the Ticket Office in favor of the TOWN.

5) The TOWN shall retain financial control of the grant. Purchasing under the grant program shall be provided for by the FRIENDS. For purchases under \$1,000, three documented price quotations must be submitted to the Town, along with a short statement as to why these parties were solicited and considered to represent fair competition, and a Town Purchase Order obtained from the Town Accountant, prior to purchase. For purchases of \$1,000 or more, the items must be advertised in both the Journal and the Bugle Call for two successive weeks and require sealed bids to be submitted to the Town for public opening and recording at the Town Clerk's Office at 3:00 p.m. on the Friday following the second publishing. A copy of the advertisement must be posted on the Town bulletin board at Town Hall on the same day as the ad is submitted to the newspapers. The Town will issue a check in payment upon presentation of the bill. In the event of any change of federal regulation or discrepancy with the limits stated above, the federal regulations shall supersede. In all cases, the lowest responsive price quotation/bid shall be the one accepted. The guiding regulations shall be 34 CFR Subtitle A, Subparts P and Q of EDGAR.

6) The FRIENDS shall be responsible for hiring procedures under the grant program. Hiring shall be preceded by advertisement in the Journal and Bugle Call for two consecutive weeks with a closing date not less than fifteen (15) days after the date of the first running of the advertisement. The advertisement must list, as a minimum, the following information: Position Title, Pay Grade and Step, Salary Proposed Start Date, General Description of Duties, and the statement "EQUAL OPPORTUNITY EMPLOYER".

7) The FRIENDS shall utilize the following statement in all statements, press releases, requests for proposals, bid solicitations and other documents or publications describing this project: "Financed in conjunction with a grant from the U.S. Department of Education in the amount of \$13,500 representing 50% of the total cost of the project".

8) The FRIENDS shall provide for the Retention and Access Requirements for Records in accordance with 34 CFR Part 74, Subpart D of EDGAR. The Subgrantee shall provide access to all program records to the Town Manager, the Town's Auditor, any authorized agent of the U.S. Department of Education, the U.S. Congressional Office of Management and Budget (OMB) or the U.S. Government Accounting Office (GAO) upon request. The Town shall endeavor to provide three business days notice, whenever possible, of such request. Program records shall include all records associated with the program for which federal funds are utilized, directly or indirectly.

9) The FRIENDS shall provide for public access to all program records relating to the program which are not specifically pertaining to the personal file for each participated in the program. All summary documentation and reports shall be prepared in such a manner as to not include personal references to individual participants such that public release of the documents or their contents shall not be in conflict with the federal Right to Privacy Laws. At the completion of the program, the program documents or a clearly legible copy thereof, shall be turned over to the Town of Camp Verde for retention for the three (3) year period required for federal regulation.

10) The TOWN and the FRIENDS agree that there shall be no program income. Any funds, donations or equipment that might otherwise be defined as program income shall be channeled through the Friends of the Library which shall be maintained as a separate entity from the Grant Program for purposes of accounting and long term continuity.

11) The FRIENDS shall be responsible for submitting program evaluation and performance reports to the Town within thirty (30) days following the completion of each six (6) month period. The completion of the six month period is defined as June 30, 1990 and December 30, 1990. The report shall, at a minimum, meet the requirements set forth in 34 CFR Part 74, Subtitle A, Subpart J of EDGAR. The Town shall be responsible for filing the federal report which shall incorporate the report received from the Friends of the Library.

12) The TOWN shall provide for, and the Friends of the Library cooperate fully with, a program monitoring provision at the completion of each six month period. In the event of a change of Program Director/Coordinator, the TOWN shall have the right to conduct a monitor visit(s) in a timely manner to establish the condition and progress of the program.

13) The FRIENDS shall channel, in writing, any/all requests for program change or modification to the TOWN which shall prepare appropriate requests for federal approval when necessary. The TOWN shall provide for review and local approval of changes through the Town Manager whenever possible. THE FRIENDS shall endeavor to keep program changes to a minimum.

14) ALL EQUIPMENT PURCHASED through the funds provided in this grant, with a value greater than \$1,000 or with a life expectancy longer than one year, shall remain the property of the federal government. All equipment leased through the funds provided in this grant shall remain the property of the party from whom it is leased. The TOWN may lease to the Adult Literacy Program, at the discretion of the Friends of the Library, on KAYPRO Turbo XT computer and monitor at a fee of \$800 for an indefinite period that shall extend at least through September 30, 1990. The Town shall retain responsibility for insurance, routine cleaning and maintenance of this computer and shall also be responsible for the repair/replacement, as needed, of the keyboard, monitor and hard drive where such repair/replacement is the result of normal, reasonable use.

15. The TOWN shall provide to the FRIENDS two complete sets of clearly legible copies of all regulations and grant program materials listed herein. It is clearly understood that, although the copies are already on order, they may take some time to arrive.

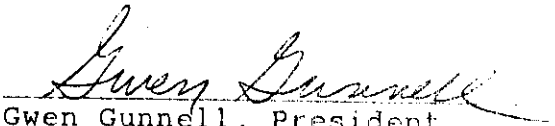
16) The parties shall, in all instances without regard to the content of this subgrantee agreement, adhere to the appropriate U.S. Department of Education regulations and GAO or OMB circulars that may exist or subsequently may come to exist or modifications thereto.

17) The TOWN shall have the right to close-out, suspend or terminate the grant program and this subgrantee agreement in the event of loss or suspension of federal funds. In addition, the TOWN shall have the specific right to suspend or terminate the grant program and/or this subgrantee agreement in the event of substantial violation of the terms of this subgrantee agreement, of federal regulations, or of substantial deviation from the proposed program as set forth in the Grant Application incorporating the budget revision of June 7, 1989.

18) The dates of operation of the Adult Reading Program are modified by request of the Town of Camp Verde and approval of the U.S. Department of Education to read January 1, 1990 to December 31, 1990.

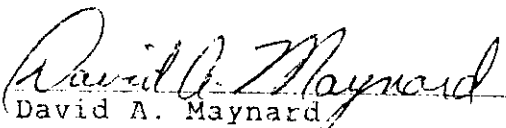
EXECUTED this 1st day of January, 1990 in the Town of Camp Verde,
County of Yavapai, State of ARIZONA:

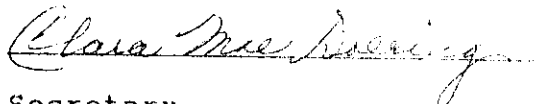

Thomas A. Parsons, Mayor
TOWN OF CAMP VERDE


Gwen Gunnell, President
FRIENDS OF THE LIBRARY

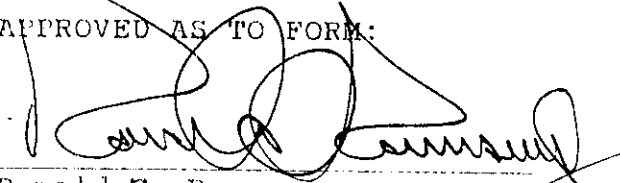
ATTEST:

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David A. Maynard,
Town Clerk
TOWN OF CAMP VERDE


Secretary
FRIENDS OF THE LIBRARY

APPROVED AS TO FORM:


Ronald C. Ramsey
Town Attorney
TOWN OF CAMP VERDE

