

RESOLUTION 94-266

**A RESOLUTION OF MAYOR AND COMMON COUNCIL OF THE
TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA,
APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH THE GOVERNOR'S OFFICE OF DRUG POLICY**

WHEREAS, the State of Arizona, Governor's Office of Drug Policy (GODP), is charged with the responsibility of formulating policies and programs designed to encourage substance abuse prevention and education through local Arizona communities, and

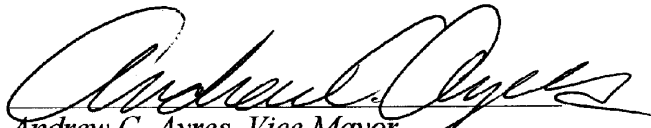
WHEREAS, the Town of Camp Verde has an interest in prevention of drug abuse and education of its youth concerning the hazards of use of illegal drugs, and

WHEREAS, GODP has made available certain funds for the Town for drug abuse prevention under the terms and conditions of an intergovernmental agreement in contract number GODP 95-007,

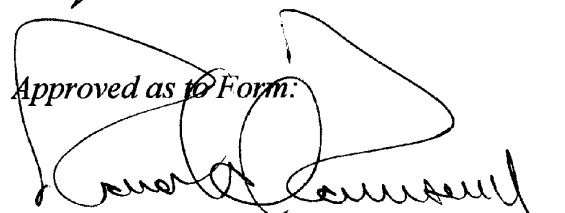
**NOW THEREFORE THE MAYOR AND THE COMMON COUNCIL OF THE TOWN
OF CAMP VERDE RESOLVE AS FOLLOWS:**

Pursuant to ARS 11-952.H, the Town Council approves contract GODP 95-007 and authorizes the Vice Mayor to execute the intergovernmental agreement on behalf of the Town.

PASSED, APPROVED AND ADOPTED by the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona on the 6th day of July, 1994.


Andrew C. Ayres, Vice Mayor

Attest. 
Dane Bullard, Town Clerk

Approved as to Form:

Ronald C. Ramsey, Town Attorney

Town Copy

GOVERNOR'S OFFICE OF DRUG POLICY

CONTRACT NUMBER: **GODP 95-007** A.G. Number:
CONTRACTOR: **Town of Camp Verde** Termination Date: **June 30, 1995**

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT entered into this 7 day of 7, 1994, pursuant to A.R.S. 11-952, by and between the STATE OF ARIZONA, GOVERNOR'S OFFICE OF DRUG POLICY, located at 1700 West Washington, West Wing, Phoenix, Arizona 85007 [hereinafter referred to as GODP] and the **Town of Camp Verde**, located at **P.O. Box 710, Camp Verde, Arizona 86322** [hereinafter referred to as the CONTRACTOR].

WHEREAS, the following sections of the Arizona Revised Statutes empower the following agencies to enter into this Agreement:
Governor's Office of Drug Policy A.R.S. 41-101.01 & 11-952
Town of Camp Verde A.R.S. 11-952

A. PURPOSE OF THE AGREEMENT

WHEREAS, GODP is charged with the responsibility of formulating policies, plans and programs designed to encourage substance abuse prevention and education through local community efforts in this state; and

WHEREAS, GODP is also charged with investigating potential opportunities for the development of comprehensive substance abuse prevention plans within each community throughout this state; and

WHEREAS, an important segment of substance abuse prevention and education in this state is the mobilization of communities through identifying, planning, initiating, maintaining and evaluating substance abuse prevention activities that are designed to prevent and reduce the illicit use and harmful effects of alcohol and other drugs; and

WHEREAS, both parties mutually agree that substance abuse prevention programs should be implemented in Arizona and the **Town of Camp Verde**; and

WHEREAS, both parties mutually agree that there are multiple advantages and benefits to be derived from a state agency and a local government participating in harmony toward the achievement of a single unifying goal; and

WHEREAS, the parties desire to co-sponsor statewide technical assistance activities in Arizona and the **Town of Camp Verde** which include the development, printing and distribution of substance abuse prevention and education materials.

CONTRACT NO: **GODP 95-007** CONTRACTOR: **Town of Camp Verde**

B. GENERAL PROVISIONS AND FUNDING/WORK STATEMENT

NOW THEREFORE, the parties hereto mutually agree as follows:

1. PAYMENT AND AMOUNT

- a. Governor's Office of Drug Policy will provide **\$1,000.00** for costs associated in mobilizing the **Town of Camp Verde** and members of its community for the overall goal of reducing the illicit use and harmful effects of alcohol and other drugs.
- b. Payments made by GODP to the CONTRACTOR pursuant to this contract are conditioned upon the availability to GODP of funds authorized for expenditure in the manner and purpose herein. GODP shall not be liable for any purchases or subcontracts entered into by the CONTRACTOR in anticipation of such funding.
- c. Payments made by GODP to the CONTRACTOR are conditioned upon receipt of applicable, accurate and complete reports to be submitted by the CONTRACTOR, if applicable.

2. RESTRICTIONS

- a. Costs associated with "awards" (this includes the costs of T-shirts) and the acquisition of "capital equipment" (defined as tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit) are not allowed under this Agreement.
- b. Funds awarded under this Agreement will be used to hire and/or reimburse consultants, only when it has been determined and documented, that such expertise is not presently available through the Arizona Prevention Resource Center [APRC] or a GODP referral.

3. REPORTS AND RESPONSIBILITIES

- a. CONTRACTOR shall, as agreed by GODP and the CONTRACTOR or upon termination of the Contract or completion of the activities listed herein, provide information describing the activities as a result of this contract; an expenditure report detailing use of these funds; any additional information showing successful completion of this Agreement; complete any additional reports required by the GODP; and return any unspent funds to GODP.
- b. CONTRACTOR shall work closely with GODP in the evaluation process to determine what outcome criteria or effectiveness measures are most valuable in assessing the cost and/or effectiveness of this [these] program[s].
- c. CONTRACTOR shall assume full project management and fiscal responsibility as it relates to the execution and completion of the program[s].

CONTRACT NO: **GODP 95-007**

CONTRACTOR: **Town of Camp Verde**

4. FUNDING/WORK STATEMENT

Alliance Community Lower Verde Valley	Alliance Chairperson Pat Kaminsky	Fiscal Agent Town of Camp Verde
Coordinator Funding 0.00	Activity Funding \$1,000.00	Total Funding \$1,000.00

ACTIVITIES AUTHORIZED UNDER THIS IGA

GODP awards \$500.00 to Camp Verde (Lower Verde Valley) alliance to help offset the costs associated with the 'Beaver Creek Summer Arts & Crafts Program'. GODP also awards \$500.00 to Camp Verde to help offset the costs associated with the 'Summer Day Camp Program'. GODP funds may not be used to purchase food or awards (to include T-Shirts) which may be provided to youth involved in one or both programs.

Data will be kept on the number of youth served and expenditures relative to each specific activity. GODP awards a total of **\$1,000.00** to Camp Verde to support **Alternative Activities**.

[Nothing Else Follows On This Page]

CONTRACT NO: **GODP 95-007** CONTRACTOR: **Town of Camp Verde**

5. TERM OF THE AGREEMENT

This Agreement shall become effective on July 1, 1994 or on the date filed with the Arizona Secretary of State, whichever is later, and shall terminate on June 30, 1995.

6. PRINTED MATERIAL

It is agreed that all reports or printed matter completed as a part of this Agreement is a work for hire and shall not be copyrighted by the CONTRACTOR.

7. 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 State Mail, postage prepaid, to the parties at their respective addresses as agreed by both parties.

8. FUNDING SOURCE

These funds are made available through the U.S. Department of Education as a result of the Drug-Free Schools and Communities Act and all material produced for public use shall state this.

9. LOBBYING

The CONTRACTOR shall not pay for or influence an officer or employee of the State of Arizona or the Federal government if that action may have an impact, of any nature, on subject contract

10. AUDIT AND ALLOWABLE COSTS

If applicable, the CONTRACTOR shall provide GODP an audit made in accordance with OMB #A-128, "Audits of States and Local Governments". The CONTRACTOR must maintain funds received under this contract in separate ledger accounts and cannot mix these funds with other sources. CONTRACTOR must manage funds according to OMB #A-87, "Cost Principles for State and Local Governments".

11. LIABILITY AND ARBITRATION

GODP shall not be liable for any purchases and/or contract entered into by the CONTRACTOR in the execution of this Agreement. This Agreement is subject to arbitration to the extent required by A.R.S. 12-1518.

12. COMPLIANCE WITH NON-DISCRIMINATION LAWS

To the extent required by law, the parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5 which mandated that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities. Both parties shall comply with (1) 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 handicap; (2) all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor; and (3) all applicable provisions of the Americans with Disabilities Act [Public Law 101-336, 42 U.S.C. 12101-12213] and all applicable Federal Regulations under the act including 28 CFR Parts 35 & 36.

13. RECORD RETENTION AND OWNERSHIP OF INFORMATION

Pursuant to A.R.S. 35-214, both parties shall retain for inspection and audit by the state, all books, accounts, reports, files and other records relating to the performance of this Agreement for a period of five (5) years after its completion date. Upon request by the State, a legible copy of all such records shall be produced at the administrative office of the requesting agency or at the office of the Arizona Auditor General. The original of all such records shall be available and produced for inspection and audit when requested by either agency or the auditor general. The GODP shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all information prepared under this Agreement.

14. TERMINATION OR MODIFICATION

Each party shall have the right to terminate this Agreement by giving the other party a written notice of such termination at least thirty (30) days prior to the termination date. All parties are hereby put on notice that this agreement is subject to cancellation pursuant to A.R.S. 38-511 the provisions of which are incorporated herein. No condition or requirement contained in or made a part of this Agreement shall be waived or modified without an approved, written amendment to this Agreement. Amendments shall be effective only if in writing and signed by both parties.

15. UNUSED FUNDS

Any unused GODP funds that have been advanced to the Contractor and remain in its possession at the end of the Contract period, or at the time of termination of the Contract, shall be refunded to the GODP within forty-five [45] days thereafter.

16. UNACCEPTABLE EXPENDITURES

The Contractor agrees to reimburse the GODP for all Contract funds expended which are determined by the GODP or the Auditor General not to have been disbursed by the Contractor in accordance with the terms of this Agreement.

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CONTRACTOR: **Town of Camp Verde**

- 17. CONTRACTOR agrees to perform all the services set forth in the Work Statement for the consideration stated herein. The rights and obligations of the parties to this Agreement shall be subject to and governed by the Work Statement and General Provisions. To the extent of any inconsistency between the CONTRACTOR's application and the Work statement and General Provisions, the terms of the Work Statement and General Provisions shall govern.

- 18. IN WITNESS WHEREOF, the parties hereto agree to execute this Agreement on the date filed with the Arizona Secretary of State.

GOVERNOR'S OFFICE OF DRUG POLICY
1700 West Washington, Room 503
Phoenix, Arizona 85007

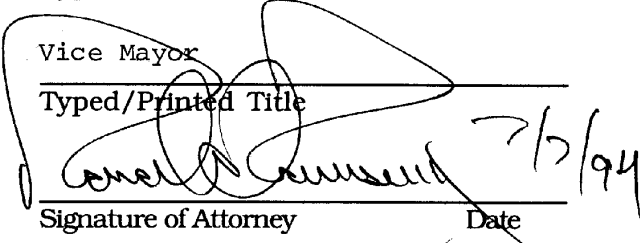
Town of Camp Verde
P.O. Box 710
Camp Verde, Arizona 86322

Kurt Davis
Executive Assistant to the Governor


Signature of Authorized Official

Andrew Ayres, 7/7/94
Typed/Printed Name Date

Vice Mayor
Typed/Printed Title


Signature of Attorney

7/7/94
Date

Ronald Ramsey
Typed/Printed Name