

RESOLUTION NO. 2974

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PAYSON, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE RESOLUTION FOR THE INTERGOVERNMENTAL AGREEMENT (“AGREEMENT”) BETWEEN THE ATTORNEY GENERAL (“AG”) AND THE TOWN OF PAYSON, AN ARIZONA MUNICIPAL CORPORATION ON BEHALF OF THE PAYSON LEGAL DEPARTMENT (“CONTRACTOR”), RELATING TO THE DISTRIBUTION OF GRANT FUNDS UNDER THE FY 2017 VICTIM’S RIGHTS PROGRAM.

WHEREAS, Title 11, Chapter 7, Article 3 (A.R.S. § 11-952) authorizes two or more public agencies to enter into intergovernmental agreements, if authorized by their legislative or governing bodies; and

WHEREAS, the Town Prosecutor’s Office is authorized to incur and to support direct costs of implementing victim’s rights laws pursuant to Arizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7; and

WHEREAS, the Attorney General receives, deposits and distributes funds pursuant to A.R.S. § 41-2401 and § 8-418

WHEREAS, the CONTRACTOR has been granted funds in the amount of \$21,600.00 to support the direct costs to continue the Payson Victim’s Rights Program; and

WHEREAS, the CONTRACTOR has taken appropriate action by resolution or otherwise, pursuant to the laws applicable to the governing body, to approve and authorize the Town to enter into this Agreement; and

WHEREAS, pursuant to A.R.S. §§ 11-951, 11-952 and A.R.S. § 41-181.08, the Parties are authorized to enter into this Agreement.

NOW, THEREFORE, THE MAYOR AND COUNCIL OF THE TOWN OF PAYSON, ARIZONA, DO HEREBY RESOLVE AS FOLLOWS:

Section 1: That the AGREEMENT between the Arizona Attorney General and the Town of Payson, attached hereto marked as Exhibit A, is approved in substantially the form attached.

Section 2: That Kenny J. Evans, Mayor of the Town of Payson, is authorized to execute this Resolution in substantially the form presented.

Section 3: That LaRon Garrett, Town manager for the Town of Payson, is authorized to execute the Award Agreement in substantially the form attached.

Prepared by Town of Payson Legal Department

HMF:dkk October 11, 2016 (12:55PM)

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Section 4: That the Town of Payson and Town Officials are authorized to take such other and further actions as may be necessary or appropriate in carrying out the intent of this Resolution.

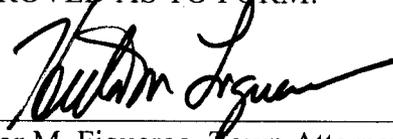
PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF PAYSON, ARIZONA, this 20th day of October, 2016, by the following vote:

AYES _____ NOES _____ ABSTENTIONS _____ ABSENT _____

Kenny J. Evans, Mayor

ATTEST:

APPROVED AS TO FORM:



Silvia Smith, Town Clerk

Hector M. Figueroa, Town Attorney

Prepared by Town of Payson Legal Department

HMF:dkk October 11, 2016 (12:03PM)

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Exhibit A

to Resolution 2974

(PAYSON VICTIM RIGHTS' PROGRAM GRANT IGA)



State of Arizona
Office of the Attorney General
FY 2017 Victims' Rights Program
AWARD AGREEMENT
A.G. #: 2017-035

RECIPIENT

Name:	Payson City Prosecutor's Office
Contact:	Bethany Beck
Address:	303 N. Beeline Highway, Payson, AZ. 85541
Award Amount:	\$21,600.00
Purpose:	To support the direct costs of implementing victims' rights laws pursuant to those provisions of Arizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7 impacting City Prosecutor as an entity type.

Moneys having been deposited and received by the Attorney General pursuant to Arizona Revised Statutes § 41-2401, § 8-418 and legislative appropriations, this AGREEMENT is made under the authority of the Attorney General pursuant to Arizona Revised Statutes § 41-191.08 - Victims' Rights Fund.

This AGREEMENT is made this first day of July 2016, by and between the Arizona Attorney General, and the Payson City Prosecutor's Office, the "Contractor", to commence on July 1, 2016 and terminate June 30, 2017. The Attorney General, having been satisfied as to the qualifications of Contractor, agrees to pay Contractor the above shown \$21,600.00 subject to Contractor's agreement as follows:

I. The Contractor agrees:

- A. Award funds will not be used to supplant state, local and federal funds that would otherwise be available to provide services to victims of crime as mandated by A.R.S. Title 13, Chapter 40 and Title 8, Chapter 3, Article 7
- B. Award funds will be used only for allowable costs that can be proven necessary and essential to effect the direct provision or performance of those statutorily mandated victims' rights duties (services), as described in the *Victims' Rights Program Guidelines - Section IV Allowable and Non-Allowable Costs*, and as specified in Contractor's approved \$21,600.00 award budget as follows:
 - Personnel: \$15,600.00 BERE/Benefits: \$2,800.00
 - Title: FT VRP Coordinator Percent: 100%
 - Consulting: \$0.00
 - Operating: \$3,200.00 Paper, envelopes, printing, postage, toner, office supplies
 - Equipment: \$0.00
- C. To complete and submit, on or before August 11, 2017, an annual report to the Attorney General as prescribed in A.R.S. § 41-191.08(F).
- D. To comply with FY 2017 Victims' Rights Program Guidelines, as well as the applicable provisions of A.R.S. Title 13, Chapter 40 and A.R.S. Title 8, Chapter 3, Article 7.
- E. To allow (a) representative(s) of the Attorney General to complete program and financial audits as the Attorney General believes necessary to ensure Contractor compliance with this agreement and with State law.
- F. To retain all records relating to the agreement, and performance under the agreement, for a period of five years after the completion of the project, and to allow inspection and audit of all such documents at reasonable times, pursuant to A.R.S. §§ 35-214 and 35-315.
- G. To comply with all applicable nondiscrimination requirements of A.R.S. § 41-1463, Arizona State Executive Order 2009-09, and all other applicable state and federal civil rights laws.
- H. Each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Each party retains the legal right to inspect the papers of the other party and its subcontractors who work on the contract to ensure that the other or subcontractors are complying with this warranty.
- I. To retain ownership interest in all equipment acquired with VRP funds (or in the proceeds resulting from the sale of such equipment) provided that: (1) the equipment purchase was not in violation of the VRP Award Agreement; and (2) the useful life of the equipment in question has not elapsed.

II. It is further agreed between the parties as follows:

- A. To use arbitration in the event of disputes to the extent required by A.R.S. § 12-1518.
- B. Except as provided in paragraph C below, if the Attorney General finds that the Contractor has not complied with the requirements of this agreement, the Contractor will receive a notice which identifies the area(s) of non-compliance and the appropriate corrective action to be taken. If the Contractor does not respond within thirty calendar days to this notice, or does not provide sufficient information concerning the steps which are being taken to correct the problem, the Attorney General may terminate the contract and require the return of all funds which are found to have been spent in violation of this agreement.
- C. The parties agree to meet and confer in good faith to resolve disputes before commencing formal proceedings of any nature.
- D. The Attorney General may reduce or discontinue funding to the Contractor in subsequent fiscal years, at the Attorney General's discretion, for the Contractor's failure to complete and submit, on or before August 11, 2017, the report that is required pursuant to A.R.S. § 41-191.08(F) or for other reasons such as available funding.
- E. Every payment obligation of the Attorney General under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Attorney General at the end of the period for which funds are available. No liability shall accrue to the Attorney General in the event this provision is excused, and the Attorney General shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- F. Any and all award funds not expended by June 30, 2017, will be returned to the Attorney General.
- G. This agreement is subject to cancellation pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT on the day and year first above written.

FOR THE ATTORNEY GENERAL:

Jerry Connolly, Procurement Manager

Date:

FOR THE CONTRACTOR:

[Signature] 10-6-16
 Authorized Signatory Date:

LaRon G. Garrett Town Manager
 Printed Name and Title

ATTEST:

[Signature] 10/6/16
 Clerk of the Governing Board (if applicable) Date:

APPROVED AND FOR:

[Signature] 9/29/16
 Legal Counsel (if applicable) Date:

State of Arizona
Office of the Attorney General
 FY 2017 VRP Budget Proposal

Please complete and submit the Award Period Budget Proposal by:

September 09, 2016

RECIPIENT: Payson City Prosecutor's Office

FY 2017 AWARD: \$21,600

One-time Equipment Award \$0

CONTACT: Bethany Beck

TELEPHONE: (928) 474-5242

(Certification that FY 2017 VRP Budget Proposal is consistent with [Program Guidelines](#))

[\(Click Here to view your Award Letter\)](#)

COST CATEGORY	PROPOSED VRP BUDGET	COST CATEGORY	PROPOSED VRP BUDGET
PERSONNEL	\$15,600.00	ERE / BENEFITS	\$2,800.00
DESCRIPTION			
Title:	PT VRP Coordinator	Percent:	100%

COST CATEGORY	PROPOSED VRP BUDGET	DESCRIPTION
CONSULTING		(please list each type of consulting expense proposed to be VRP-funded)
OPERATING	\$3,200.00	(please list each type of operating expense proposed to be VRP-funded) Paper, envelopes, printing, postage, toner, office supplies
EQUIPMENT		(please list each equipment item proposed to be VRP-funded)
TOTAL	\$21,600.00	



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AWARD AGREEMENT COVER LETTER

9/29/2016



Bethany Beck
 Grants Coordinator
 Payson City Prosecutor's Office
 303 N. Bealine Highway
 Payson, AZ. 85641

Dear Ms. Beck,

Congratulations to you and your agency for having been awarded the Victims' Rights Program funds from the Arizona Attorney General's Office. Your FY 2017 *Award Agreement* between this office and the Payson City Prosecutor's Office is available in our Grants Management (GMAN) System. Please have the person authorized to contract for your agency sign the *Award Agreement* then upload the original signed form to the GMAN system.

Distribution of your funding award is contingent upon return receipt of your signed *Award Agreement*. A completed copy of the signed *Award Agreement* will accompany your funding award. This fiscal year, awards will be distributed as follows:

-If your agency was approved for an equipment purchase, you will receive the approved equipment purchase amount in your first installment. In addition, you will receive half of your agency's remaining amount in your first installment. The remainder of the funds will be distributed by January 27, 2017.

-If your agency did not receive approval for an equipment purchase, you will receive half of your agency's approved amount in your first installment. The remainder of the funds will be distributed by January 27, 2017.

Please contact me at (902) 642-8461, or by email at Kennasha.Jackson@azag.gov if you have any further questions. Thank you for your commitment in supporting victims of crime.

Sincerely,
Kennasha Jackson
 Kennasha Jackson, M.A.
 State Victims' Rights Administrator

Navigation Links

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Beck, Bethany

From: Jackson, Kennesha [Kennesha.Jackson@azag.gov]
Sent: Wednesday, September 21, 2016 3:15 PM
To: Beck, Bethany
Cc: Jackson, Kennesha
Subject: FY2017 Award Agreement Available

Good afternoon Bethany,

Your FY 2017 Budget Proposal has been approved. Please have the person authorized to contract for your agency sign the *Award Agreement* then upload the original signed form to the GMAN system. If your agency requires original signatures, you can mail originals to the address listed in my signature. There is not a deadline for submission of your *Award Agreement*; however, distribution of your funding award is contingent upon return receipt of your signed *Award Agreement*. A completed copy of the signed *Award Agreement* will accompany your first installment.

Your award agreement is located in your budget proposal, which should now be located in the "My Tasks" section of the GMAN homepage. The status should indicate that the "Agreement is Available". To access the agreement, click the link under the name column (e.g VRPBR-2017...). Click "view forms" in the "**View, Edit, Complete forms section**" and a forms menu will appear. Click "**Award Agreement**" (next to Internet Explorer symbol) and the award agreement will be exported to a PDF. Please print, sign and upload the original signed form in this same section by clicking the "Award Agreement Upload" link. You should have also received a notification from the GMAN system (noreply@gman.azag.gov) informing you that your Award Agreement can be found in the "My Tasks" section of the GMAN homepage.

As always, please feel free to contact me should you have additional questions.

Kennesha Jackson, M.A.

State Victims' Rights Administrator – Lead Funder
Criminal Division/Office of Victim Services



Office of the Arizona Attorney General Mark Brnovich
1275 W. Washington, Phoenix, AZ 85007
Desk: (602) 542-8451
Fax: (602) 542-8453
Kennesha.Jackson@azag.gov

Project L13
 FY 2014 Victims' Rights Program
 AG Contract #2017-035
 Contract Ends June 30, 2017

	Operating	Equipment	Actual	+/-
Postage	\$ 1,500	\$ -		\$ 1,500.00
	\$ -	\$ -		\$ -
Business Cards	\$ -	\$ -		\$ -
Office Supplies	\$ 1,100	\$ -		\$ 1,100.00
Copying Costs	\$ 300	\$ -	\$ -	\$ 300.00
		\$ -		\$ -
Printing VR brochures and manual	\$ 200	\$ -		\$ 200.00
	\$ -	\$ -		\$ -
	\$ -	\$ -		\$ -
	\$ -	\$ -		\$ -
Printer Cartridges	\$ 100	\$ -		\$ 100.00
	\$ 3,200	\$ -	\$ -	\$ 3,200.00

	Budget	Actual	+/-
Personnel	\$ 15,600.00		
ERE	\$ 2,800.00		
Operating	\$ 3,200.00		
	\$ 21,600.00		

	Total Grant	\$ 21,600.00
	Personnel	\$ 12,735.22
	ERE	\$ 2,374.17
	Operating Expenses	\$ -
		\$ 15,109.39
	Balance	\$ 6,490.61