

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
LAKE HAVASU CITY, ARIZONA,
AND
KINGMAN, ARIZONA
Substance Abuse and Mental
Health Services Administration Grant**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into by and between Lake Havasu City, an Arizona municipal corporation, (“Havasu”), and Kingman, an Arizona municipal corporation (“Kingman”), collectively referenced as the “Parties.” The Parties agree as follows:

RECITALS: The Parties are authorized by Arizona Revised Statutes § 11-952 to enter into this Agreement. In 2015, the Parties began collaborating on a Regional Veterans Treatment Court concept, which allows better management of limited resources to support the Veterans participating in the respective programs.

The Parties jointly applied for and were awarded a Substance Abuse and Mental Health Services Administration (“SAMHSA”) grant to enhance the substance abuse services for Veterans ineligible for local Veteran Affairs services who participate in a Veteran Treatment Court program (“SAMHSA Grant” attached as Exhibit A). Havasu will receive and administer the awarded funds in accordance with the SAMHSA Grant and this Agreement.

1. Responsibilities

1.1 Havasu agrees as follows:

- A. To receive and administer the SAMHSA Grant funds in accordance with the grant and this Agreement.
- B. To reimburse Kingman with the grant funds received for expenditures it makes for Services in accordance with the SAMHSA Grant, applicable federal policies and regulations, and this Agreement. Reimbursements to Kingman are limited to the SAMHSA grant funds awarded and no reimbursements will be made after grant funds are exhausted.
- C. To reimburse Kingman, for invoices submitted to the Havasu Municipal Court for Services, within thirty (30) calendar days of receiving the reimbursed SAMHSA Grant funds.
- D. To procure with SAMHSA Grant funds and manage a web-based case management system and coordinate Kingman’s use of the system.

1.2 Kingman agrees as follows:

- A. To submit monthly to the Havasu Municipal Court an invoice detailing the expenditures made for Services in accordance with the SAMHSA Grant for which it is requesting reimbursement.
- B. To provide Havasu with any requested documentation necessary to support the reporting requirements and requests for reimbursement under the terms and conditions of the SAMHSA Grant.
- C. To provide Havasu with invoices for reimbursement within thirty (30) days of the Services being performed.
- D. For overtime reimbursement requests, to provide prior notice of anticipated overtime to the Havasu Municipal Court at least twenty-four (24) hours in advance of the overtime event and then written confirmation of overtime taken within at least seventy-two (72) hours following the overtime event. The prior notice should also contain confirmation that the overtime is approved by Kingman's Magistrate.

2. Process

2.1 Eligible Services

- A. Havasu will reimburse Kingman for SAMHSA Grant expenses for the eligible services listed below ("Services"):
 - i. Kingman's use of a web-based case management system.
 - ii. Annual Veteran Court Conference expenses for Kingman's municipal judge, including airfare, lodging, per diem, rental car, and conference fees.
 - iii. Local travel costs necessary for Kingman Court staff's participation in Regional Veterans Treatment Court.
 - iv. Transportation costs necessary for participating Veterans to comply with treatment plan requirements.
 - v. Overtime for Kingman Court staff for Veterans Treatment Court case management and events.

3. Liability:

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other parties (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including court costs, reasonable attorney's fees, and costs of claim processing, investigation, and litigation) ("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 owners, officers, directors, officials, agents, employees, contractors, or volunteers.

4. Term:

This Agreement shall commence on September 30, 2017, and shall continue for a period of three (3) years, terminating on September 29, 2020, unless earlier terminated by the Parties. If for any reason the SAMHSA Grant funding is not received, this Agreement will automatically terminate.

5. **Miscellaneous:**

5.1 Withdrawal. Any Party may withdraw from participation in this Agreement for any reason upon sixty (60) days' notice to the other parties. Notice of withdrawal must be in writing and delivered personally to the designated representative or sent by certified mail. The withdrawal shall not relieve that Party of its obligation to pay for Services already rendered.

5.2 Responsibility. Each Party agrees to be responsible for the conduct of its operations and performance of contract obligations and for any accidents or injuries to persons or property arising out of acts of omissions by its officers, agents or employees acting in the course or scope of their employment while performing duties under this Agreement.

5.3 Cancellation for Conflict of Interest. This Agreement is subject to cancellation for conflict of interest according to A.R.S. § 38-511.

5.4 Non-assignability. No Party may assign any of its duties or responsibilities under this Agreement to another entity without the prior written consent of the other Party.

5.5 Compliance with Laws. The Parties shall comply with all federal, state and local laws rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this IGA and any disputes hereunder. Any action relating to this Agreement shall be brought in an Arizona court.

5.6 Entire Agreement. This Agreement contains the entire understanding of the Parties. There are no representations or other provisions other than those contained in this Agreement, and any amendment or modification of this Agreement shall be made in writing and signed by the Parties.

5.7 Severability. The Parties agree that should any part of this Agreement be held invalid or void, the remainder of the Agreement shall remain in full force and effect with those offending portions omitted.

5.8 No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between a Party and the employees of the other Party. No Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of any other, including (without limitation) another Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

5.9 Notice. Any notice required or permitted to be given under this Agreement shall, unless indicated otherwise in this Agreement, be in writing and shall be served by delivery or by certified mail upon the other Party at the addresses

listed on the signature page (or at such other address as may be identified by a Party in writing to the other Party).

5.10 Execution of Agreement. This Agreement may be executed in multiple counterparts.

5.11 Notice of Arbitration Statutes. Pursuant to Section 12-1518 of the Arizona Revised Statutes, the parties acknowledge and agree that they will be required to make use of mandatory arbitration of any legal action that is filed in the Arizona Superior Court concerning a controversy arising out of this Agreement if required by Section 12-133 of the Arizona Revised Statutes.

5.12 E-verify. In accordance with A.R.S. § 41-4401, the Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employee verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. The Parties warrant that they have registered with and participate with E-Verify and warrant compliance with A.R.S. § 23-214, Subsection A.

6. Signatures.

LAKE HAVASU CITY
2330 McCulloch Boulevard N.
Lake Havasu City, AZ 86403

Mark S. Nexsen, Mayor

Date:_____

ATTEST:

APPROVED AS TO FORM:

Kelly Williams, City Clerk

Kelly Garry, City Attorney

Reviewed by:

Judge Mitchell Kalauli

KINGMAN

310 North 4th Street
Kingman, AZ 86401

Monica Gates, Mayor

Date:_____

ATTEST:

APPROVED AS TO FORM:

Sydney Muhle, City Clerk

Carl Cooper, City Attorney

Reviewed by:

Judge Jeffrey Singer