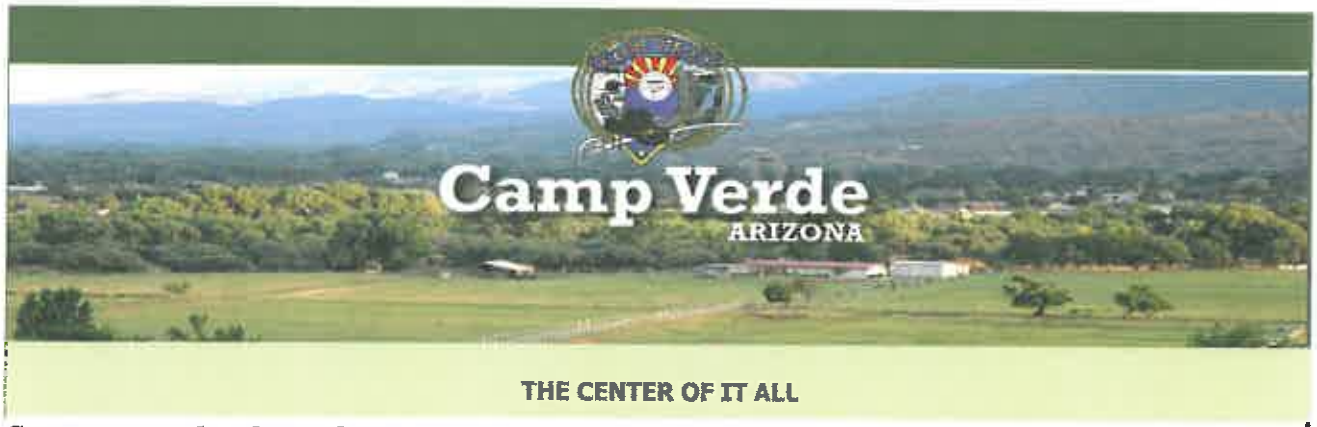

Support your local merchants.

AGENDA
REGULAR SESSION
MAYOR AND COUNCIL
COMMUNITY CENTER · 51 E. HOLLAMON STREET
WEDNESDAY, FEBRUARY 5, 2014 at 6:30 P.M.

Note: Council member(s) may attend Council Sessions either in person or by telephone, video, or internet conferencing.

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Consent Agenda –** All those items listed below may be enacted upon by one motion and approved as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.
   a) **Approval of the Minutes:**
      1) Regular Session – January 15, 2014
      2) Work Session – January 8, 2014
   b) **Set Next Meeting, Date and Time:**
      1) February 12, 2014 at 5:30 p.m. – Work Session
      2) February 15, 2014 at 6:30 p.m. – Regular Session
      3) February 22, 2014 at 6:30 p.m. - Council Hears Planning & Zoning – **CANCELLED**
   c) **Possible approval of re-appointment for E. Eugene Neil, Esq. as an Assistant Magistrate for Camp Verde Municipal Court for a two (2) year term, effective March 6, 2014, and setting an hourly pay rate of $38.00 per hour on an as needed basis with a three hour minimum.** Staff Resource: Magistrate Harry E. Cipriano.
   d) **Possible authorization for the Marshal to proceed with a Purchase Order to Motorola in the amount of $120,331 to purchase equipment and service. This amount will be reimbursed by the Department of Homeland Security grant award in the amount of $120,331.** Staff Resource: Marshal Gardner

5. **Special Announcements and presentations:**
   a) **Proclamation designating March 30, 2014 as Vietnam Veterans Remembrance Day**

6. **Call to the Public for Items not on the Agenda.**

Councilor George requested the following item:

7. **Discussion, consideration, and possible direction to staff to prepare an ordinance recognizing Civil Unions in order to support the right of every person to enter into a lasting and committed relationship with the partner of his or her choice, regardless of gender or sexual orientation.**

8. **Call to the Public for items not on the agenda**

9. **Council Informational Reports.** These reports are relative to the committee meetings that Council members attend. The Committees are Camp Verde Schools Education Foundation; Chamber of Commerce, Intergovernmental Association, NACOG Regional Council, Verde Valley Transportation Planning Organization, Yavapai County Water Advisory Committee, and shopping locally. In addition, individual members may provide brief summaries of current events. The Council will have no discussion or take action on any of these

items, except that they may request that the item be placed on a future agenda.

10. **Manager/Staff Report** Individual members of the Staff may provide brief summaries of current events and activities. These summaries are strictly for informing the Council and public of such events and activities. The Council will have no discussion, consideration, or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda.

11. **Adjournment**

Posted by: C Jones Date/Time: 1-30-2014 9:30 a.m

Note: Pursuant to A.R.S. §38-431.03.A.2 and A.3, the Council may vote to go into Executive Session for purposes of consultation for legal advice with the Town Attorney on any matter listed on the Agenda, or discussion of records exempt by law from public inspection associated with an agenda item.

The Town of Camp Verde Council Chambers is accessible to the handicapped. Those with special accessibility or accommodation needs, such as large typeface print, may request these at the Office of the Town Clerk.

4.a1

MINUTES
REGULAR SESSION
MAYOR AND COUNCIL
COUNCIL CHAMBERS · 473 S. Main Street, Room #106
WEDNESDAY, JANUARY 15, 2014 at 6:30 P.M.

Minutes are a summary of the discussion. They are not verbatim.
Public input is placed after Council discussion to facilitate future research.

1. **Call to Order**
Mayor German called the meeting to order at 6:30 p.m.

2. **Roll Call**
Mayor German, Vice Mayor Baker, and Councilors George, German, Jones and Whatley were present. Councilor Gordon was absent.

Also Present
Town Manager Russ Martin, Public Works Director Ron Long, Public Works Analyst Deborah Ranney, Economic Development Director Steve Ayers, Town Clerk Deborah Barber, and Recording Secretary Marie Moore

3. **Pledge of Allegiance**
Mayor German led the pledge.

4. **Consent Agenda –** All those items listed below may be enacted upon by one motion and approved as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.
   a) **Approval of the Minutes:**
      1) Regular Session – December 18, 2013
      2) Special/Work Session – December 11, 2013
   b) **Set Next Meeting, Date and Time:**
      1) January 22, 2014 at 6:30 p.m. – Council Hears Planning & Zoning – **CANCELLED**
      2) January 22, 2014 at 5:30 p.m. – Work Session
      3) Friday, January 24, 2014 at 9:00 a.m. – Council Retreat
   c) **Possible approval of Resolution 2014-905, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona setting 2014 regular meeting dates and times for Council and all Commissions/Committees and superseding Resolution 2013-879.** Staff Resource: Debbie Barber
   d) **Possible approval of the 2014 Policy Statement that authorizes the Mayor, as the Town's Chief Elected Official, to support or oppose legislative bills relative to the protection of groundwater, State Shared Revenue sources, and land use authority if the bill(s) adversely affect the Town's interest and needs an immediate response.** Staff Resource: Debbie Barber

On a motion by Councilor George, seconded by Vice Mayor Baker, the Council voted unanimously to approve the Consent Agenda as presented.

5. **Special Announcements and presentations** – There are no Special Announcements or Presentations. Council took no action on this item.

6. **Call to the Public for Items not on the Agenda.**
Ruth Szanto, a representative from Community Legal Services introduced their program, a Not-For-Profit Arizona law firm that provides low-income families in Yavapai County with legal services.

Bob Johnson, referring to a statement made in the January 8, 2014 Work Session, encouraged Council to check the statutes that require a property owner to keep water and dirt on their own property.

Priscilla Smith with Team Native Spirit informed Council that she is preparing for the Saving the Sweet Heart Cancer Walk, which will be held on 02/15/2014 at 7:00am and invited Council members to participate; noting that Mayor German and the Chairman of the Yavapai-Apache Nation are honored participants.

Patricia Bassi spoke on behalf of ALCO closing and asked the Town to contact the corporate headquarters to encourage them to keep the store open.

Jennifer Wilson, Alco Operations Manager advised that sales were up 125% as of Monday and that she hopes ALCO will reconsider their decision to close the Camp Verde store.

Connie Welsh stated that ALCO and Healthy Thymes are closing and asked for more town participation to keep businesses open.

7. **Presentation, discussion, consideration, and possible acceptance of the FY 2012/13 Town of Camp Verde's Audit.** Staff Resource: Mike Showers
On a motion by Councilor German, seconded by Vice Mayor Baker, the Council voted unanimously to accept the FY 2012/13 Town of Camp Verde, Audit.

Finance Director Mike Showers introduced Scott Graff from Colby & Powell CPA from Gilbert, Arizona. Graff complimented the Finance Department, noting that the staff is well qualified and their work was outstanding. He explained the audit process and noted that there were no reportable items. He advised that there were no errors, fraud, or misstatements. The Town has currently applied for a Certificate of Achievement as it has met and exceeded normal standards. The Town will be notified in approximately 4 to 6 months of the award.

Public Input
There was no public input.

8. **Discussion, consideration, and possible recommendation of approval of a Class 13 Domestic Farm Winery liquor license application submitted by Salt Mine Wine, LLC located 536 W. Salt Mine Road in Camp Verde.** Staff Resource: Debbie Barber
On a motion by George, seconded by Councilor Whatley, the Council voted unanimously to recommend approval of a Class 13 Domestic Farm Winery liquor license application.

Town Clerk Barber advised that the liquor license application had been posted for the required 20 days and that no comments were received.

Applicant, Chip Norton was present and available for questions. There were none.

Public Input
There was no public input.

9. **Discussion, consideration, and possible approval of the concept and site location near the Ramada for a future all-purpose building to be constructed on Town grounds.** Staff Resource: Ron Long
On a motion by Councilor Whatley, seconded by Councilor Baker , the Council voted unanimously to approve the concept and the location near the Ramada for the construction of an all-purpose building by the "Old Guys" volunteer organization and come back to counsel for final approval before commencement .

Ray Floyd presented a drawing of a proposed all-purpose building, noting that the appearance would be similar to that of the old jail. He explained the need for such a building, noting its use for Dutch-oven cooking or musical entertainment during Town events. The building will be approximately 20ft x20ft and will meet all of Community Developments requirements.

Public Input
Bob Johnson asked about the specific use of the building.

Murray Lichty expressed concern that the location would block the Ramada view and suggested an alternative site behind the jail.

10. **Discussion, consideration, and possible approval of Resolution 2014-909, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona to approve and execute IGA 13-0002982-I between the Town of Camp Verde and Arizona Department of Transportation for improvements to State Route 260 from Interstate-17 to Thousand Trails Rd.** Staff Resource: Ron Long
On a motion by Councilor George, seconded by Councilor German, the Council voted unanimously to approve Resolution 2014-909, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona to approve and execute IGA 13-0002982-I between the Town of Camp Verde and Arizona Department of Transportation for improvements to State Route 260 from Interstate-17 to Thousand Trails Rd.

Long advised that this project will bring over $60 million to our community and improve safety. He gave accolades to Russ Martin, Town Manager for his dedication to the project.

Public input
There was no public input.

11. **Discussion, consideration, and possible award of separate Job Order Contracts to Fann Environmental, Kinney Construction, McDonald Brothers Construction, and Tiffany Construction in order to provide a variety of Public Works, Streets, Stormwater, and general maintenance construction services.** Staff Resource: Ron Long
On a motion by Councilor German, seconded by Councilor Whatley, the Council voted to direct staff to bring this matter back to Council as soon as possible, with attorney review, along with taking Council recommendation to include all 12 contractors on the separate job order contracts. Councilor George opposed.

Long explained that the concept of job order contracting is to save time and money that would be spent on the bid packages and advertising. He noted that JOC would also streamline the workload, specifically for the wastewater treatment plant. He advised that local contractors would continue to be used for projects outside the JOC process; therefore, this process would not be taking away any work they could be doing for the Town.

Councilor George expressed his disapproval that eight contractors were eliminated from the application process and asked how they could be considered in the future if the JOC process offered 3-year contract extensions.

Public Input
Jess Mulcaire with Mulcaire & Son Contracting stated that he is a local resident and one of the eight applicants that were eliminated from the selection process. He indicated his disapproval with not supporting local contractors and informed the Council that Mulcaire & Son Contracting just recently completed an $800,000 wastewater treatment expansion project at Flagstaff Ranch, nothing that this should have qualified his company to complete the work described for Job Order Contractors.

Marlin Parker with Rocky Construction, another disqualified local applicant, inquired about future jobs available through the Town and expressed his concern of the 4 year time limit before he could bid on future jobs.

Chip Norton stated he was not connected to this process in any way, but that he had experience as a retired contractor and selecting job order contractors. He explained that JOCs are usually used for emergency purposes and not for general construction purposes.

Councilor Whatley expressed her desire to follow a similar outline to Chip Norton's description and utilize the JOC process for small immediately necessary jobs

Long advised that the wastewater treatment plant is what is in need of immediate attention and is the largest are of concern, noting that the system could fail at any time. He said that if Council was not ready to try the JOC process, they could continue with the existing bid process.

Councilor Baker conveyed her support in following rules & regulations while supporting local contractors, as that was an agreement of Council at last year's retreat. While understanding the process will save time, she suggested that all the contractors that applied were qualified and should be included on the JOC list.

Long advised that each contractor that applied were very close in qualifications, but he reiterated the necessity to focus on the wastewater treatment facility when considering contractors for the JOC

Councilor German commended all the contractors that submitted proposals and expressed concern regarding the limitation to only four specific contractors. She said that since the process will still require the contractor to submit a quote to the Town for each job, the opportunity should not exclude qualified, local contractors

Long advised that Council had three choices to consider: 1) move forward with the process as it has been presented; 2) do not utilize the Job Order Contract process at all; and 3) award all 12 applicants with the Job Order Contract. He noted that if Council chose to include all 12 applicants, that the attorney should be consulted to ensure that we are complying with what was originally outlined in the Statement of Qualifications packet.

Councilor Jones agreed with German, Whatley and Baker. She said that she felt that Council is here to serve the community and that it would be a disservice to eliminate local contractors when all the contractors that applied were well qualified.

Councilor George disagreed with the entire process, noting that it should be used only for emergency purposes only. He also expressed concerns about the appearance of impropriety and favoritism.

Mayor German agreed with the need to support local merchants and contractors, noting that the original idea was not to place a limitation on a specific number chosen. He agreed that the Town Attorney should review the Council's proposal and asked that Long advise the Council as soon as possible.

Baker noted that Council makes the decisions on contract awards and that there should be no problems with including all 12 of the contractors that submitted Statements of Qualifications.

The meeting was recessed at 7:51 p.m. and reconvened at 8:01 p.m.

12. **Discussion, consideration, and possible direction to staff to suspend the Special Events Permit fee for vendors that are registered through Camp Verde promotions, along with the waiver of power fees, electrical fees, and event sponsorship insurance for the 2014 Spring Heritage Festival, Cornfest and Fort Verde Days.** Staff Resource: Steve Ayers
On a motion by Councilor German, seconded by Vice Mayor Baker, the Council voted unanimously to suspend the Special Events Permit fee for vendors that are registered through Camp Verde promotions, along with the waiver of power fees, electrical fees, and event sponsorship insurance for the 2014 Spring Heritage Festival, Cornfest and Fort Verde Days.

Ayers explained that the Heritage Committee was formed when he was hired and they have worked through an entire year of special events. He advised that when the Town decided that it could not fund special events anymore, it was turned to the residents and now the residents are in need of assistance. He noted that the current

2014 budget has $12,500 that is to be used for special events. He explained that in order to bring vendors back to these events, it is imperative to eliminate some of the vendor fees. He explained that he was proposing the elimination of all the fees, including electric, water, and special event vendor fees, noting that Camp Verde Promotions would assume much of the work that is now being done by the Clerk's Office and Risk Management. He advised that Camp Verde Promotions would provide the necessary information for the Department of Revenue report.

Ayers reported that Camp Verde Promotions returns every dollar to the Town for various projects with the most recent being the installation of electrical on the Soccer Field.

Council members asked about insurance, liability, and the Town's involvement with special events. Ayers explained that the request was for a trial period and covered only Fort Verde Days, Spring Heritage/Pecan & Wine Festival, and the Corn Festival. He said that insurance would still be required of certain vendors, but the Town's insurance also provided coverage in certain areas with minimal risk. He further explained that this was a public/private partnership that would increase tourism and participation in our largest events.

Public Input:
Nancy Floyd, Heritage Committee Board member felt that change would streamline the process and would assist in putting the Town and events back on the map.

Nikki Miller with Camp Verde Promotions, indicated that they have fees, and that if Camp Verde agrees to negate the current fees, Camp Verde promotions would be able to lower their fees drastically, which would bring more vendors and people, all of which would benefit the Town.

Tom Pitts with the Verde Valley Wine Consortium stated that the Spring Festival has potential to be great. He noted that the small vendors have disappeared because it did not make economic sense when there are no guarantees that they would recoup their investment. He indicated that Steve Ayers approached them with the opportunity. He also advised that vendors are required to hold their own insurance policy.

13. **Discussion, consideration, and possible direction to staff to draft an agreement with Camp Verde Alcoholics Anonymous as outlined in the background information on the Agenda Item Submission Form.**
Staff Resource: Steve Ayers
On a motion by Councilor German, seconded by Vice Mayor Baker, the Council voted to develop an agreement with Camp Verde Alcoholics Anonymous as outlined, with the Town Attorney approval, and submit again for review. Councilor George opposed.

Ayers explained that Council had previously discussed allowing the AA group to rent a spot in the Rio Verde Plaza in exchange for building improvements that would be completed by AA members who were registered contractors, noting that the Town would supply the materials.

Council members expressed concerns about the unbudgeted cost of needed improvements as outlined in the Public Works Director's memo. Some members were concerned about the request for a 5-year lease term and the Town becoming a landlord. Ayers advised that AA has leased a Town facility since our facility was acquired and that AA was an exemplary tenant.

Ayers suggested that a portion of the building could be remodeled to provide a sizeable meeting room that would accommodate the Town's needs, noting that there is no meeting space available other than small rooms and the Marshal's Office Training Room that is not always readily available.

Mayor German noted that the current tenant, CVLE generates $800 in one day, all of which goes directly to the Town Library.

Martin clarified that staff was requesting authorization to draft an agreement that will be brought back to Council for review.

14. **Discussion, consideration, and possible approval of Resolution 2014-906, authorization to submit applications and implement CDBG Regional Account and SSP Projects: a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona authorizing the submission of application(s) for FY 2014 Community Development Block Grant Funds (CDBG), certifying that said application(s) meet the community's previously identified Housing and Community Development needs and the requirements of the State CDBG Program, and authorizing all actions necessary to implement and complete the activities outlined in said application(s).** Staff Resource: Debbie Barber
On a motion by Baker, seconded by German , the Council voted unanimously to approve Resolution 2014-906, authorization to submit applications and implement CDBG Regional Account and SSP Projects: a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona authorizing the submission of application(s) for FY 2014 Community Development Block Grant Funds (CDBG), certifying that said application(s) meet the community's previously identified Housing and Community Development needs and the requirements of the State CDBG Program, and authorizing all actions necessary to implement and complete the activities outlined in said application(s)

Barber explained that to be eligible for CDBG program funding, the Council is required to approve this resolution and the following resolutions. She noted that there would be one application submitted for the Arnold Terrace Street Improvement project that included Arnold Street, Arnold Terrace, and 3rd, 4th, and 5th Streets. She advised that this was the second public hearing for the CDBG application and advised that this was the appropriate time to take additional public input.

Public Input
Verde Valley Senior Center's Executive Director Elaine Bremner stressed the importance of the Meals-on-Wheels program and advised that the Center serves meals to approximately 60 Camp Verde residents.

15. **Discussion, consideration, and possible approval of Resolution 2014-907, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona adopting a Residential Antidisplacement and Relocation Assistance Plan for FY14, as required under Section 104(d) of the Housing and Community Development Act of 1974, as amended.** Staff Resource: Debbie Barber
On a motion by Vice Mayor Baker, seconded by Councilor German, the Council voted unanimously to approve Resolution 2014-907, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona adopting a Residential Antidisplacement and Relocation Assistance Plan for FY14, as required under Section 104(d) of the Housing and Community Development Act of 1974, as amended.

Public Input
There was no public input.

16. **Discussion, consideration, and possible approval of Resolution 2014-908, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona committing local funds as leverage for an FY 2014 Community Development Block Grant applications.** Staff Resource: Debbie Barber
On a motion by George, seconded by Mayer, the Council voted unanimously to approve Resolution 2014-908, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona committing local funds as leverage for an FY 2014 Community Development Block Grant applications.

Barber explained that the street project will cost approximately $411,000 and that the grant was expected to be about $264,000. She explained that the Arizona Department of Housing requires a resolution committing the additional funds as assurance that the project would be completed. She further explained that at this point, no staff hours had been estimated into the cost of construction.

Public Input
There was no public input.

~~Councilor George requested the following item:~~

17. ~~**Discussion, consideration, and possible direction to staff to prepare an ordinance recognizing Civil Unions in order to support the right of every person to enter into a lasting and committed relationship with the partner of his or her choice, regardless of gender or sexual orientation.**~~ **NOTE: THIS ITEM WILL BE HEARD AT THE COUNCIL'S REGULAR SESSION ON FEBRUARY 5, 2014 AT 6:30 P.M.**

18. **Call to the Public for items not on the agenda:**

There was no public input.

19. **Council Informational Reports.**
George reported that he attended the Building Code meeting on Monday, January 13, 2014 and two meetings with the Verde River Basin today, January 15, 2014.

20. **Manager/Staff Report**
Martin reported a High Noon Monday walk for Martin Luther King Day scheduled and that the Vice Mayor would be speaking.

21. **Adjournment**
On a motion by Councilor Jones, seconded by Vice Mayor Baker, the meeting was adjourned at 9:06 p.m.

_____
Charles German, **Mayor**

_____
Marie Moore, Recording Secretary

CERTIFICATION
I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Regular Session of the Town Council of Camp Verde, Arizona, held on January 15, 2014. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2014.

4a2

MINUTES
WORK SESSION
MAYOR AND COUNCIL
COUNCIL CHAMBERS · 473 S. Main Street, Room #106
WEDNESDAY, JANUARY 8, 2014 at 5:30 p.m.

Minutes are a summary of the discussion. They are not verbatim.
Public input is placed after Council discussion to facilitate future research.

1. **Call to Order**
Mayor German called the meeting to order at 5:30 p.m.

2. **Roll Call**
Mayor German, Vice Mayor Baker, and Councilors George, Gordon, and Whatley were present. Councilors German and Jones were absent. Vice Mayor Baker arrived at approximately 5:31 p.m.

Also Present
Public Works Director Ron Long, Deputy PW Director Troy Odell, Admin Assistant Linda Peterson, Town Manager Russ Martin, Town Clerk Deborah Barber, and Recording Secretary Marie Moore

3. **Pledge of Allegiance**
Mayor German led the pledge.

4. **Discussion, consideration, and possible direction to staff relative to the Verde Valley Senior Center's (Center) request for Community Development Block Grant (CDBG) funds from the Town's 2014 CDBG funding cycle, to include, but not be limited to the Council's 12-11-13 direction to include the Center's requests for a vehicle and kitchen equipment ($45,000 total) in the Town's priority list for funding.**
Council agreed that the funding should remain in Town for the street projects.

Councilor George explained that he attended the Verde Valley Transportation Coordination Committee meeting and discovered the Verde Valley Senior Center received vehicles from ADOT every 5 years. He felt that Council should be made aware of this and because of this new information, he now felt that with the Town's current finances, the entire amount of CDBG funds should go to the street project, which was Council's #1 priority. George also felt that the City of Cottonwood should be responsible for their kitchen and that the Town should address the needs of our own Senior Center.

Baker agreed and thanked Councilor George for his work and thoughtfulness in bringing this matter back to Council.

Town Clerk Barber explained that the street improvement project costs are anticipated at $410,000.00 and the grant totals about $264,000 less $5,000 administration costs that go to Northern Arizona Council of Governments, leaving a balance of $151,000 that the Town will need to come up with. She noted that if the Town funded the Verde Valley Senior Center, the Town's match would then be in the neighborhood of $200,000.
Mayor German indicated that he had read in the paper that they are installing a lighted sign for approximately $20,000, as well as constructing a Ramada. He said that he felt that meals should be a priority over the installation of a lighted sign.

Councilor Whatley clarified that the Camp Verde Senior Center did not apply for the funding. Barber advised that it was her responsibility to assist applicants with completing necessary paperwork and that the Senior Center had not applied. She further advised that with new HUD regulations, the Senior Center must show the ability to stay open for a period of 5 years or the ability to pay back any funding received. She said, based on previous applications, she was not sure that the Senior Center was in a position to meet these conditions.

Councilor Whatley expressed concerns of possible repercussions for not funding the van and asked if the Town could specify that the funds go specifically to toward the purchase of a van. Town Clerk, Deborah Barber indicated that there would be an agreement with outlined specifications for all funding.

Mayor German requested a future agenda item to meet with Senior Center to speak with them regarding the requirement to be compliant because they have previously refused federal funding due to the requirements. Barber advised that the Town had previously purchased a van for the Senior Center with CDBG funding and for several years, provided the Center with fuel and insurance for the vehicle. The Senior Center has since stopped the meals on wheels program due to federal requirements. The CDBG money has since then been used to remodel a roof and replace an A/C Unit in the amount of $58,000 and kitchen improvements. She noted that the Town could guarantee the Senior Center's application.

Barber advised that the next meeting on January 15th would be the 2nd public meeting in which Council will authorize the application with resolutions. She explained that the Town receives CDBG money every 4 years, noting that for the past two CDBG cycles or 8 years, the Town has been working on the Townsite Improvement Project in phases, starting with Head Street, 1st, 2nd, 3rd, 4th, 5th, & 6th Streets, then Hollamon Street. This cycle will complete the project. She noted when this project is complete, it will have taken 12 years.

Public Input
Murray Lichty said that the Verde Valley Senior Center could utilize federal surplus auctions to purchase vehicles and equipment and that he felt the money should be used for Town projects.

5. **PowerPoint presentation, explanation, and discussion of the requirements of the Arizona Department of Environmental Quality (ADEQ) and the need for a complete Stormwater Program that includes a comprehensive drainage plan.** Staff Resource: Ron Long
Deputy Director Troy Odell presented a PowerPoint presentation, which is attached and becomes a permanent part of this record.

Following the presentation, Council members discussed whether storm water management should be a duty of the Community Development Department; using other communities' ordinances so that we would not have to reinvent the wheel; the ability to accomplish the requirements with existing staff; funding sources, including grants; requiring development to pay for itself; and schedules.

Vice Mayor Baker indicated that the area of Diamond Creek and Howards Road has been flooding approximately 28 years to her knowledge and that ADOT was supposed to have alleviated problem before the homes were built.. Odell advised that physically Howards Road cannot drain due to the highway construction of SR260. Vice Mayor Baker questioned whether the Diamond Creek subdivision was supposed to have a retention basin, in which Troy Odell indicated that they handled the construction so that it didn't increase per the drainage report.

Public Works Director Long addressed the Main Street drainage problems Baker reported that this was another area that ADOT was to have addressed with their improvements. Long indicated that there was not a place in Town that did not have a drainage problem.

Council discussed the possibility of including the State, Federal, and National Parks in discussions about the flooding problems and how the water might be contained so that it does not damage our residents.

Odell advised that he had toured the areas that are causing problems and had requested a blanket permit to determine upgrades needed. He explained that it was not possible because the Forest Service requires permits and archeological clearance before any upgrades could take place. Odell also indicated that Congresswoman Kirkpatrick is backing the need for a blanket permit with the Forest Service as well.

Public Input –
Dave Delaney, resident of Camp Verde who resides on Aberdovey Lane advised that he has lived here for 6 months and has been under water 3 times. He said that he was offended that government is more concerned with protecting wildlife that live through floods, while people lose their homes. He indicated there are no outlets for storm water, and that people do not maintain their property, which in turn damages others property. He felt that the Town was not doing anything to address the problems and that citizens are becoming discouraged.

Ken Church, a home owner in Verde Lakes area indicated that his house has flooded multiple times and the water flooding homes is technically sewage that makes it a more critical situation. He asked why the Town approved a subdivision in the Verde Lakes area that frequently floods. He asked if Council was prepared to meet the granting agency's requirement of $325,000 if the grant was awarded.

Elaine Bremner, with the Verde Valley Senior Center, inquired about an old law in Arizona regarding the transfer of dirt from one property to another, as well as the fact that private land owners are required to provide a water retention area. She suggested that the Town inquire with the Forest Service and believed that they should be involved with every meeting regarding this issue. .

Bob Johnson of Verde Lakes presented a visual board and described areas of ditches that are not functioning and overflowing and suggested ADOT allow old ditches to be refurbished.

Mayor Shirley Norman questioned an ordinance to force private property owners to clean up where the water flow occurs on property

Kate McCord said that she felt helpless because she lives across from a ditch and cannot access any part of it to keep it from flooding her property.

6. **Adjournment**
On a motion by Vice Mayor Baker, seconded by Councilor George, the meeting was adjourned at 7:45 p.m.

_____
Charles German, **Mayor**

_____
Marie Moore, Recording Secretary

CERTIFICATION
I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Special/Work Session of the Town Council of Camp Verde, Arizona, held on January 8, 2014. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2013.

_____
Deborah Barber, Town Clerk

4.c

TOWN OF CAMP VERDE
Agenda Action Form

Meeting Date: March 5, 2014 **Meeting Type**: Regular Session

☒ **Consent Agenda** ☐ **Regular Business**

Reference Document: Town Code Chapter 5-2-4

Agenda Title: Discussion, consideration, and possible approval of the following:
Re-Appointment for E. Eugene Neil, Esq. as an Assistant Magistrates for Camp Verde Municipal Court for a two (2) year term, effective March 6, 2014, and setting an hourly pay rate of $38.00 per hour on an as need basis with a three hour minimum.

Purpose and Background Information:
Town Code Chapter 5-2-4 states the Town Magistrate may recommend to the Council the names of individuals qualified to serve as assistant magistrates, subject to the assignment and direction of the Town Magistrate, once appointed.
E. Eugene Neil services are needed to cover Court hearings when the Presiding Magistrate is not available due to illness, vacation, training, conflicts etc. and only used on a limited prescheduled basis.

Recommendation:

1. Move to re-appoint E. Eugene Neil as an Assistant Magistrates for a two (2) year term, to serve under the direction of the Town Magistrate, at the rate of $38.00 per hour on an as need basis, with a three hour minimum.

Finance Review: ☒ **Budgeted** ☐ **Unbudgeted** ☐ **N/A**

Finance Director Comments/Fund:

Attorney Review: ☐ **Yes** ☐ **No** ☒ **N/A**

Attorney Comments:

Submitting Department: Camp Verde Magistrate Court

Contact Person: Presiding Magistrate, Harry E. Cipriano

Action Report prepared by: Presiding Magistrate, Harry E. Cipriano

Exhibit B – Agenda Item Submission Form – Section II (Staff Report)

Town of Camp Verde

Agenda Item Submission Form – Section II (Staff Report)

Department: Magistrate Court

Staff Resource/Contact Person: Presiding Magistrate Harry E. Cipriano

Contact Information: Presiding Magistrate Harry E. Cipriano

Background: *Town Code Chapter 5-2-4 states the Town Magistrate may recommend to the Council the names of individuals qualified to serve as assistant magistrates, subject to the assignment and direction of the Town Magistrate, once appointed.*

E. Eugene Neil services are needed to cover Court hearings when the Presiding Magistrate is not available due to illness, vacation, training, conflicts etc. and only used on a limited prescheduled basis.

Statement of the Problem or Opportunity: *Discussion, consideration, and possible approval of the following:*

Re-Appointment for E. Eugene Neil as an Assistant Magistrates for Camp Verde Municipal Court for a two (2) year term, effective March 6 2014, and setting an hourly pay rate of $38.00 per hour on an as need basis with a three hour minimum.

Alternatives/Options/Solutions: N/A

Comparative Analysis :N/A

Fiscal Impact to the Town: Currently in Court Budget

Other Impacts: N/A

Conclusion:

1. **Recommendation:** *Move to re-appoint E. Eugene Neil as Assistant Magistrates for a two (2) year term, to serve under the direction of the Town Magistrate, at the rate of $38.00 per hour on an as need basis, with a three hour minimum.*

4d.

Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: February 5, 2014

☒ *Consent Agenda* ☐ *Decision Agenda* ☐ *Executive Session Requested*

☐ *Presentation Only* ☐ *Action/Presentation* ☐ *Special Session*

Requesting Department: Marshal's Office

Staff Resource/Contact Person: Marshal Nancy Gardner

Agenda Title (be exact): Possible authorization for the Marshal to proceed with a Purchase Order to Motorola in the amount of $120,331 to purchase equipment and service. This amount will be reimbursed by the Department of Homeland Security grant award in the amount of $120,331.

List Attached Documents: Motorola Equipment and service proposal

Estimated Presentation Time:

Estimated Discussion Time:

Reviews Completed by:

☒ ***Department Head:*** ☐ ***Town Attorney Comments:***

Finance Review: ☐ **Budgeted** ☐ **Unbudgeted** ☒ **N/A**
Finance Director Comments/Fund:
Fiscal Impact:
Budget Code: _____ ***Amount Remaining:*** _____
Comments:

Background Information:
During 2012/2013 budget year, the CVMO acknowledged the desire to apply for a DOHS (Department of Homeland Security) grant for Radio/Communication tower equipment, which will enhance operability and coverage where there is poor/no reception. This is necessary in the event a Disaster Response is necessary and communication between local, state, federal and tribal entities must coordinate efforts and where wireless inter-operability is essential.

The Grant will provide identified areas within our jurisdiction that have substandard or nonexistent radio communications better radio transmission and reception; which currently prohibits our agencies ability to communicate in these areas and most importantly creates an officer safety issue. CVMO worked with Motorola to identify coverage gaps and engineer a system to enhance our coverage area. The objective of the Grant is to enhance our radio coverage areas by placing microwave receiver voters/receivers to enhance and strength operability in the problem coverage areas. There is no match required; however,equipment must be paid for by the Town of Camp Verde and funds are reimbursed by DOHS upon completion of the project (which is anticipated to be completed on or about June of 2014).

Recommended Action (Motion): Move to approve authorizing the Marshal to proceed with obtaining a PO for equipment in the amount of $120,331.00 to Motorola.

SUBGRANTEE AGREEMENT-REALLOCATION

12-AZDOHS-HSGP-999519-01

Between

The Arizona Department of Homeland Security
And

Camp Verde Marshal's Office

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

Camp Verde Marshal's Office

for services under the terms of this Grant Agreement.

I. **PURPOSE OF AGREEMENT**
The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. **TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**
This Agreement shall become effective on **January 1, 2014** and shall terminate on **July 31, 2014**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. **DESCRIPTION OF SERVICES**
The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled

"Interoperability"

and funded at $ 15,000 (as may have been modified by the award letter).

IV. **MANNER OF FINANCING**
The AZDOHS shall:

a) Provide up to $ 15,000 to the subrecipient for services provided under Paragraph III.

b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

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V. FISCAL RESPONSBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than $500,000 from Federal awards. If the subrecipient has expended more than $500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS by March 31st.

b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, equipment, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the Funding Opportunity Announcement (FOA), Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html.

b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (A-87 OMB Circular), at http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html. Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at http://www.whitehouse.gov/omb/circulars/a133/a133.html.

c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at https://www.rkb.mipt.org/ael.cfm 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulators; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

National Incident Management System (NIMS)
The subrecipient agrees to remain in compliance with National Incident Management System (NIMS) Implementation initiatives as outlined in the FOA.

Environmental Planning and Historic Preservation
The subrecipient shall comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Procurement and construction activities shall not be initiated prior to the full environmental and historic preservation review.

Consultants/Trainers/Training Providers
Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day $450 maximum amount, the consultant/trainer/training provider may be reimbursed

reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors
The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance/FOA and DHS Program Guidance. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs
All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: http://www.gao.state.gov.

Procurement
The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Noncompetitive (Sole or Single Source) procurement agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website,
http://www.azdohs.gov/Documents/Grants/NoncompetitiveProcurementRequestForm.xls.

Training and Exercise
The subrecipient agrees that any grant funds used for training and exercise must be in compliance with the FOA. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit for exercise design, development and scheduling. Subrecipient agrees to:

a) Submit the HSEEP Toolkit Exercise Summary to AZDOHS with all Exercise Reimbursement Requests.
b) Post all exercises, documentation and After Action Reports/Improvement Plans via the HSEEP Toolkit.

c) Within 60 days of completion of an exercise, or as prescribed by the most recent HSEEP guidance, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

Nonsupplanting Agreement

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).

b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.

c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the FOA, grant application, and Code of Federal Regulations (CFRs). The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately.

b) Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or plant.

c) A Capital Asset is any personal or real property, or fixture that has an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year. If the Capital Asset current value is equal to or greater than $5,000 at the end of life or required project activities is discontinued, the subrecipient must request and

receive authorization from AZDOHS prior to disposition. The Equipment Disposition Request form and Guidance is located on the AZDOHS website, http://www.azdohs.gov/Documents.

d) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final reimbursement request form, or no more than **forty-five (45) calendar days** after the end of the Agreement. The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance.

e) Upon submission of the final quarterly programmatic report the subrecipient must file with the AZDOHS a copy of the Property Control Form. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

f) A physical inventory of the Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.

(1) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.

(2) Adequate maintenance procedures must be developed to keep the property in good condition.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
b) The subrecipeint agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the FOA.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports
The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report Format template, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) Quarterly Programmatic Reports are due:
January 15 (period October 1– December 31)
April 15 (period January 1 – March 31)
July 15 (period April 1 – June 30)
October 15 (period July 1 – September 30)

c) Property Control Form – if applicable
The subrecipient shall provide AZDOHS a copy of the Property Control Form the final reimbursement request form, or no more than **forty-five (45) calendar days** after the end of the Agreement. The Property Control Form shall be updated and provide a copy to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance.

d) The Grant Funded Typed Resource Report – if applicable
The subrecipient shall email the AZDOHS Strategic Planner a copy of the Grant Funded Typed Resource Report no more than **forty-five (45) calendar days** after the end of the Agreement
http://www.azdohs.gov/Documents/Grants/GrantFundedTypedResourceReport.xlsx).

e) Financial Reimbursements
The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after

the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc...or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XXXIX, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article I – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article II - Compliance with Funding Opportunity Announcement

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the Funding Opportunity Announcement.

Article III - DHS Specific Acknowledgements and Assurances

All recipients of financial assistance must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.

2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and
the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Article IV - Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article V - USA Patriot Act of 2001
All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system
of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

Article VI - Trafficking Victims Protection Act of 2000
All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218,
November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

(a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

(b) Procures a commercial sex act during the period of time that the award is in effect; or

(c) Uses forced labor in the performance of the award or subawards under the award. Full text of the award term is provided at 2 CFR § 175.15.

Article VII - Non-supplanting Requirement
All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Article VIII - Lobbying Prohibitions
All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article IX - Hotel and Motel Fire Safety Act of 1990
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

Article X - Fly America Act of 1974
All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article XI - Federal Debt Status
All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

Article XII - False Claims Act and Program Fraud Civil Remedies
All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article XIII - Duplication of Benefits
State, Local and Tribal Recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Article XIV - Drug-Free Workplace Regulations
All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article XV - Debarment and Suspension
All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

Article XVI - Copyright
All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

Article XVII - Best Practices for Collection and Use of Personally Identifiable Information (PII)
All award recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments:

http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf
and
http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

Article XVIII - Activities Conducted Abroad
All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XIX - Acknowledgement of Federal Funding from DHS
All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article XX - Assurances, Administrative Requirements and Cost Principles
a. Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this form may not be applicable to your project or program, and the awarding agency may require applicants to certify to additional assurances. Please contact the program awarding office if you have any questions. The administrative requirements that apply to DHS award recipients originate from two sources:

• Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.

• OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non- Profit Organizations, relocated to 2 CFR Part 215.

b. The cost principles that apply to DHS award recipients through a grant or cooperative agreement originate from one of the
following sources:

• OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.

• OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.

• OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230. The audit requirements for State, Local and Tribal recipients of DHS awards originate from:

• OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided; however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subrecipient agrees to comply

with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXVI. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVII. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order2009-09.

XXVIII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXIX. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

> "This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-recipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXIII. INDEMNIFICATION

To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 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 officers, officials, agents, employees, or volunteers.

XXXIV. TERMINATION

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.

b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.

c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXVI. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVIII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXIX. SPECIAL CONDITIONS

a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements

b) The subrecipient acknowledges that U.S. Department of Homeland Security and the AZDOHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**

d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XL. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Camp Verde Marshal's Office

Enter Agency Name above

641 South First Street

Enter Street Address

Camp Verde AZ 86322

Enter City, State, ZIP

XLI. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Camp Verde Marshal's Office

Authorized Signature above

Nancy Gardner, Town Marshal

Print Name & Title above

01-11-14

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia

Director

1/23/14

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

Governor Janice K. Brewer

State of Arizona
Department of Homeland Security

Director Gilbert M. Orrantia

September 23, 2013

Marshal Nancy Gardner
Camp Verde Marshal's Office
646 S 1st Street
Camp Verde, AZ 86322

Subject: FFY 2013 Homeland Security Grant Program Award
Sub Grant Agreement Number: **130500-01**
Project Title: **Interoperability**

Dear Marshal Nancy Gardner:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been partially awarded. The project titled **"Interoperability"** has been **partially funded** under the STATE HOMELAND SECURITY GRANT PROGRAM for **$105,331.** The grant performance period is **October 1, 2013 through September 30, 2014. Enclosed are modified Budget Narrative pages that identify approved funding elements.** This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). Your application will be kept on file for additional funding consideration if fallout funding becomes available.

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Go to www.azdohs.gov under Grants and download two original Subgrantee Agreements.
2. Project Administration Page (enclosed).
3. **NIMS Compliance Certification (enclosed)- New Requirement for FFY 2013.**
4. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).

Hard copies of the subgrantee agreement will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 above is not signed and received by AZDOHS on or before January 31, 2014 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Quarterly programmatic reports must be submitted on the most recent form/template, which was updated as of 10/1/2012.
- Subgrantees are required to submit a copy of their annual A133 Audit to AZDOHS each year. Subgrantees will not receive any positive action by AZDOHS, to include payment of reimbursements, until the A133 Audit has been received and, if applicable, an approved an action plan for compliance.
- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds must be P25 capable and programmed in accordance with the Arizona's State Interoperable Priority Programming Guide Channels, which include standard names for national channels as identified in the National Interoperability Field Operations Guide (NIFOG).
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be

completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.

- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.

- All projects that support exercises must be:
  - In compliance with grant guidance and the subgrantee agreement.
  - Must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit.
  - All exercises, documentation and After Action Reports/Improvement Plans (AAR/IP) must be posted via the HSEEP Toolkit within 60 days after completion of an exercise.
  - Within 60-days of completion of an exercise, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.
- Terrorism Liaison Officer (TLO) Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Response Vehicles purchased with Department of Homeland Security Grant Program funding must be assigned to and used by certified TLOs working with the Arizona Counter Terrorism Information Center (ACTIC).

  - Persons receiving TLO vehicles shall be available to respond to incidents and events on a "call out" basis and shall be available for regional and statewide deployment for TLO operations and training.

  - TLO equipment and/or services purchased or maintained with Department of Homeland Security Grant Program funding will be assigned to and used by certified TLOs working with the ACTIC TLO Program. This equipment may include: radios, computers, cell phones, cellular and satellite service fees, open source data services, cameras, GPS devises and any other equipment needed to complete the TLO mission.

- Subgrantees are subject to the AZDOHS Site Monitoring Program

- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.

- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Gilbert M. Orrantia

Gilbert M. Orrantia
Director

Cc: Communications Supervisor Mary Newton

Attachments: Project Administration Page, EHP Designation Letter, Application Summary Page, Budget Narrative page(s), NIMS Compliance Certification

SUBGRANTEE AGREEMENT

13-AZDOHS-HSGP-130500-01

Enter Grant Agreement Number above (e.g., 130xxx-xx)

Between

The Arizona Department of Homeland Security
And

Camp Verde Marshal's Office

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

Camp Verde Marshal's Office

Enter the Name of the Subrecipient Agency Above

(subrecipient) for services under the terms of this Grant Agreement.

I. **PURPOSE OF AGREEMENT**

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. **TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**

This Agreement shall become effective on **October 1, 2013** and shall terminate on **September 30, 2014.** The obligations of the subrecipient as described herein will survive termination of this agreement.

III. **DESCRIPTION OF SERVICES**

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled

" Interoperability "

Enter Title of Application

and funded at $ 105,331 (as may have been modified by the award letter).

Enter Funded Amount above

IV. **MANNER OF FINANCING**

The AZDOHS shall:

a) Provide up to $ 105,331 to the subrecipient for services provided under Paragraph III.

Enter Funded Amount above

b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. **FISCAL RESPONSBILITY**

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. **FINANCIAL AUDIT/PROGRAMATIC MONITORING**

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than $500,000 from Federal awards. If the subrecipient has expended more than $500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS by March 31st.

b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, equipment, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. **APPLICABLE FEDERAL REGULATIONS**

The subrecipient must comply with the Funding Opportunity Announcement (FOA), Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html.

b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (A-87 OMB Circular), at http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html. Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at http://www.whitehouse.gov/omb/circulars/a133/a133.html.

c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at https://www.rkb.mipt.org/ael.cfm 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulators; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

National Incident Management System (NIMS)
The subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the FOA.

Environmental Planning and Historic Preservation
The subrecipient shall comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Procurement and construction activities shall not be initiated prior to the full environmental and historic preservation review.

Consultants/Trainers/Training Providers
Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day $450 maximum amount, the consultant/trainer/training provider may be reimbursed

reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors
The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance/FOA and DHS Program Guidance. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs
All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: http://www.gao.state.gov.

Procurement
The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Noncompetitive (Sole or Single Source) procurement agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website,
http://www.azdohs.gov/Documents/Grants/NoncompetitiveProcurementRequestForm.xls.

Training and Exercise
The subrecipient agrees that any grant funds used for training and exercise must be in compliance with the FOA. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit for exercise design, development and scheduling. Subrecipient agrees to:

a) Submit the HSEEP Toolkit Exercise Summary to AZDOHS with all Exercise Reimbursement Requests.
b) Post all exercises, documentation and After Action Reports/Improvement Plans via the HSEEP Toolkit.

c) Within 60 days of completion of an exercise, or as prescribed by the most recent HSEEP guidance, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

Nonsupplanting Agreement

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).

b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.

c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the FOA, grant application, and Code of Federal Regulations (CFRs). The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately.

b) Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or plant.

c) A Capital Asset is any personal or real property, or fixture that has an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year. If the Capital Asset current value is equal to or greater than $5,000 at the end of life or required project activities is discontinued, the subrecipient must request and

receive authorization from AZDOHS prior to disposition. The Equipment Disposition Request form and Guidance is located on the AZDOHS website, http://www.azdohs.gov/Documents.

d) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final reimbursement request form, or no more than forty-five (45) calendar days after the end of the Agreement. The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance.

e) Upon submission of the final quarterly programmatic report the subrecipient must file with the AZDOHS a copy of the Property Control Form. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

f) A physical inventory of the Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.

(1) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.

(2) Adequate maintenance procedures must be developed to keep the property in good condition.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
b) The subrecipeint agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the FOA.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports
The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report Format template, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) Quarterly Programmatic Reports are due:
January 15 (period October 1– December 31)
April 15 (period January 1 – March 31)
July 15 (period April 1 – June 30)
October 15 (period July 1 – September 30)

c) Property Control Form – if applicable
The subrecipient shall provide AZDOHS a copy of the Property Control Form the final reimbursement request form, or no more than **forty-five (45) calendar days** after the end of the Agreement. The Property Control Form shall be updated and provide a copy to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance.

d) The Grant Funded Typed Resource Report – if applicable
The subrecipient shall email the AZDOHS Strategic Planner a copy of the Grant Funded Typed Resource Report no more than **forty-five (45) calendar days** after the end of the Agreement
http://www.azdohs.gov/Documents/Grants/GrantFundedTypedResourceReport.xlsx).

e) Financial Reimbursements
The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after

the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc...or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XXXIX, NOTICES, of this Agreement.

XI. **ASSIGNMENT AND DELEGATION**

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. **AMENDMENTS**

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. **US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES**

Article I – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article II - Compliance with Funding Opportunity Announcement

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the Funding Opportunity Announcement.

Article III - DHS Specific Acknowledgements and Assurances

All recipients of financial assistance must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.

2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and
the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Article IV - Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article V - USA Patriot Act of 2001
All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system
of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

Article VI - Trafficking Victims Protection Act of 2000
All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218,
November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

(a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

(b) Procures a commercial sex act during the period of time that the award is in effect; or

(c) Uses forced labor in the performance of the award or subawards under the award. Full text of the award term is provided at 2 CFR § 175.15.

Article VII - Non-supplanting Requirement
All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Article VIII - Lobbying Prohibitions
All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article IX - Hotel and Motel Fire Safety Act of 1990
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

Article X - Fly America Act of 1974
All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article XI - Federal Debt Status
All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

Article XII - False Claims Act and Program Fraud Civil Remedies
All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article XIII - Duplication of Benefits
State, Local and Tribal Recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Article XIV - Drug-Free Workplace Regulations
All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article XV - Debarment and Suspension
All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

Article XVI - Copyright
All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

Article XVII - Best Practices for Collection and Use of Personally Identifiable Information (PII)
All award recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments:

http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf
and
http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

Article XVIII - Activities Conducted Abroad
All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XIX - Acknowledgement of Federal Funding from DHS
All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article XX - Assurances, Administrative Requirements and Cost Principles
a. Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this form may not be applicable to your project or program, and the awarding agency may require applicants to certify to additional assurances. Please contact the program awarding office if you have any questions. The administrative requirements that apply to DHS award recipients originate from two sources:

• Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.

• OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non- Profit Organizations, relocated to 2 CFR Part 215.

b. The cost principles that apply to DHS award recipients through a grant or cooperative agreement originate from one of the
following sources:

• OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.

• OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.

• OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230. The audit requirements for State, Local and Tribal recipients of DHS awards originate from:

• OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

XIV. **OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XV. **AGREEMENT RENEWAL**

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XVI. **RIGHT TO ASSURANCE**

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. **CANCELLATION FOR CONFLICT OF INTEREST**

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. **THIRD PARTY ANTITRUST VIOLATIONS**

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XIX. **AVAILABILITY OF FUNDS**

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XX. **FORCE MAJEURE**

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. **PARTIAL INVALIDITY**

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. **ARBITRATION**

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXIII. **GOVERNING LAW AND CONTRACT INTERPRETATION**

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. **ENTIRE AGREEMENT**

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided; however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subrecipient agrees to comply

with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. **RESTRICTIONS ON LOBBYING**
The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXVI. **LICENSING**
The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVII. **NON-DISCRIMINATION**
The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order2009-09.

XXVIII. **SECTARIAN REQUESTS**
Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXIX. **SEVERABILITY**
The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXX. **ADVERTISING AND PROMOTION OF AGREEMENT**
The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXXI. **OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL**
The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

> "This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-recipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXII. **CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS**

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXIII. **INDEMNIFICATION**

To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 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 officers, officials, agents, employees, or volunteers.

XXXIV. **TERMINATION**

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.

b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.

c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXV. **CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXVI. **PARAGRAPH HEADINGS**

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVII. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVIII. **AUTHORITY TO EXECUTE THIS AGREEMENT**

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXIX. **SPECIAL CONDITIONS**

a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements

b) The subrecipient acknowledges that U.S. Department of Homeland Security and the AZDOHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**

d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XL. **NOTICES**

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Marshal Nancy Gardner
Enter Title, First & Last Name above
Camp Verde Marshal's Office
Enter Agency Name above
646 S. 1st Street
Enter Street Address
Camp Verde, Az. 86322
Enter City, State, ZIP

XLI. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Camp Verde Marshal's Office
Enter Agency Name above

Authorized Signature above

Nancy Gardner Marshal Town of Camp Verde
Print Name & Title above

10/28/2013
Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

APPROVAL PROCESS

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

Project Point of Contact	Communications Supervisor Mary Newton	Mary Newton	10-31-13
	Print Name	Signature	Date
Strategic Planner or Assistant Director Planning & Preparedness	Nancy Gardner	Nancy Gardner	10-31-13
	Print Name	Signature	Date

This form is to be signed and returned.

Award Funded as follows:

	Requested Totals	Recommended Totals	Awarded Totals
Equipment	$229,844	$105,331	$105,331
Training	$ 0	$ 0	$ 0
Exercise	$ 0	$ 0	$ 0
Planning	$ 0	$ 0	$ 0
M & A	$ 0	$ 0	$ 0
Organization	$ 0	$ 0	$ 0
Award Total	$229,844	$105,331	$105,331

1700 West Washington Street Phoenix, Arizona 85007
Office: (602) 542-7013 Fax: (602) 364-1521 www.azdohs.gov

APPROVAL PROCESS

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

Project Point of Contact	Communications Supervisor Mary Newton	Mary Newton	10-31-13
	Print Name	Signature	Date
Strategic Planner or Assistant Director Planning & Preparedness			
	Print Name	Signature	Date

This form is to be signed and returned.

Award Funded as follows:

	Requested Totals	Recommended Totals	Awarded Totals
Equipment	$229,844	$105,331	$105,331
Training	$ 0	$ 0	$ 0
Exercise	$ 0	$ 0	$ 0
Planning	$ 0	$ 0	$ 0
M & A	$ 0	$ 0	$ 0
Organization	$ 0	$ 0	$ 0
Award Total	$229,844	$105,331	$105,331

1700 West Washington Street Phoenix, Arizona 85007
Office: (602) 542-7013 Fax: (602) 364-1521 www.azdohs.gov

MOTOROLA

Camp Verde Marshal's Office

VHF Voting System

November 4, 2013

Data Restrictions

This proposal is considered Motorola confidential and restricted. The proposal is submitted with the restriction that it is to be used for evaluation purposes only, and is not to be disclosed publicly or in any manner to anyone other than those employed by Camp Verde Marshal's Office required to evaluate this proposal without the express permission of Motorola Solutions, Inc.

MOTOROLA and the Stylized M Logo are registered in the U.S. Patent & Trademark Office. All other product or service names are the property of their respective owners.
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Motorola Solutions, Inc.
1301 Algonquin Road, Schaumburg, IL 60196

MOTOROLA SOLUTIONS

November 4, 2013

Nancy Gardner
Town Marshal
Camp Verde Marshal's Office
646 S. First Street
Camp Verde, AZ 86322

RE: VHF Voted System

Dear Marshal Gardner:

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide the Camp Verde Marshal's Office (CVMO) with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value. To best meet the functional and operational specifications of this solicitation, Motorola's solution includes a combination of hardware, software, and services. Specifically, this solution is for the VHF Voting solution and provides:

- 2 Site Analog VHF Voting
- Point To Point (PTP) Site Links
- Latest MLC Voting Technology

This proposal includes this cover letter and is based upon the terms and conditions of the State of Arizona Radio Dispatch Consoles Contract #ADSPO13-036613. This proposal shall remain valid for a period of90 days from the date of this cover letter. The Camp Verde Marshal's Office may accept the proposal by delivering to Motorola its purchase order containing the following language: "This purchase is placed against the State of Arizona Radio Dispatch Consoles Contract #ADSPO13-036613. The terms and conditions of the State of Arizona Radio Dispatch Consoles Contract #ADSPO13 and Motorola Solutions, Inc. Proposal to Camp Verde Marshal's Office for VHF Voting System dated October 8, 2013, apply to this purchase and supersede all other terms and conditions, express or implied, including any preprinted or other terms and conditions contained in this Purchase Order." Alternatively, Motorola would be pleased to address any concerns Camp Verde Marshal's Office may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Michael Todd at (623) 239-2991.

We thank you for the opportunity to furnish Camp Verde Marshal's Office with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,
MOTOROLA SOLUTIONS, INC.

Larry Mabry
MSSSI Vice President & Director Sales

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Section 1. Statement of Work

Motorola is proposing to Camp Verde Marshal's Office (CVMO) the installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment
Squaw Peak	Two 4.9Ghz ODU's with PIDU's, One MLC8000 Gateway to interface to the existing MTR3000, two HP2620 Switches, one GGM8000 Gateway.
Sheriff's Office (Prime Site)	One MLC8000 Comparator, two HP2620 Switches, one GGM8000 Gateway and one 4.9Ghz ODU with PIDU.
Verde Lakes Site	One MLC8000 Gateway, two HP2620 Switches, one GGM8000 Gateway, one GPW8000 Receiver and one 4.9Ghz ODU with PIDU.

The document delineates the general responsibilities between Motorola and CVMO as agreed to by contract.

1.1 Motorola Responsibilities

Motorola's general responsibilities include the following:

- Perform the installation of the Motorola supplied equipment described above.
- Schedule the implementation in agreement with CVMO.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.
- Provide CVMO with the appropriate system interconnect specifications.

1.2 Camp Verde Marshal's Office Responsibilities

CVMO will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. The Camp Verde Marshal's Office general responsibilities include the following:

- Provide all buildings, equipment shelters, and towers required for system installation
- Insure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- CVMO will provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment prior to delivery to the site(s).
- Coordinate the activities of all CVMO vendors or other contractors.

Motorola has made several assumptions in preparing this proposal, which are noted below. In order to provide a firm quote, Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage and site grounding to support the requirements of the system described.
- The existing MTR3000 at Squaw Peak is in good operational condition and meets all published specifications for that model.
- All existing towers will have adequate space and size to support the antenna network requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of CVMO.
- Any tower stress analysis or tower upgrade requirements are the responsibility of CVMO.
- Approved FCC licensing provided by CVMO.
- Approved local, State or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of CVMO.
- Any required system interconnections not specifically outlined here will be provided by CVMO. These may include dedicated phone circuits, microwave links or other types of connectivity.
- No coverage guarantee is included in this proposal.
- Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola provided transmitter(s) to the Motorola provided receiver(s). Should the CVMO system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.

Section 2. System Description

Motorola is proposing a solution for CVMO that consists of a conventional public safety radio system. A description of the features, benefits, system architecture, and hardware components are provided in this system description.

2.1 Project Overview

This proposal offers CVMO with a Motorola conventional system. The proposed conventional system is a VHF Analog Voting solution comprised of two (2) sites.

Motorola has taken great care to propose an offering that will provide CVMO with a radio solution that meets their needs.

2.2 The Conventional System

2.2.1 Overview

Conventional systems have been, and continue to be, the most popular type of two-way radio system in existence. Conventional systems range from analog, voice-only communications over a confined area (single-site), to region-wide (wide-area) integrated voice and data networks with digital signaling, voting, multicast, and simulcast broadcasting.

In response to CVMO's communications requirements, Motorola has chosen our VHF Conventional platform. Motorola's conventional radio systems provide benefits including:

- Effective radio channel management
- Fast and reliable communications protocol
- A network designed to serve CVMO's coverage needs

2.2.2 Features and Benefits

Traditionally, conventional systems have been a basic radio system that provide "talk and listen" capability. Today's conventional systems offer many capabilities beyond basic talk and listen. A conventional system will provide CVMO with benefits including:

- **An Economical Solution** – Conventional systems are an affordable solution for many customers, especially when channel congestion and channel management are of a lesser concern.
- **Ease of Expansion** – Conventional systems expand easily by simply adding more sites.
- **Ease of Migration** – Motorola has always designed systems with expandability and future migration in mind. With Motorola's FLASHport capability, many major system upgrades can be handled without replacing hardware.

In addition, today's conventional systems can offer CVMO increased spectrum efficiency via narrow band technology, encryption for privacy, and compliance to Association of Public Safety Communications Officials (APSCO) 25 standards. Many users start with a simple system and upgrade or migrate to feature laden radio systems.

2.3 System Design

Conventional systems have several design considerations based on CVMO's coverage and operational needs. This section discusses the different architecture, modes, and options available to a conventional system.

2.3.1 Architecture

Direct radio frequency (RF) communication – relying solely on the transmitter output power of a portable or mobile radio – is not always enough to successfully network a fleet of field radios throughout a system coverage area. When CVMO requires coverage over a large area or in a building, an infrastructure must be added to complete the network.

Conventional systems vary in both size and sophistication. Systems are often configured as single-site or multi-site depending on the coverage or "talk range" that is desired. A basic conventional system consists of a GTR8000 repeater or base station. The system can be expanded to increase system wide coverage by adding equipment to make it a standalone multi-site, voting, simulcast or multi-cast system.

2.3.1.1 Single Site

The basic conventional configuration is the single-site system. A single-site system contains either one base station or one repeater, and operates over the distance that

the transmitter covers. When a system mobile or portable radio is within range of the station, they are able to communicate to dispatch or other mobile/portable users.

Single-site systems provide excellent service in a small geographical area.

2.3.1.2 Multi-Site

When a single site transmitter does not provide the coverage needed in a conventional system, a multi-site solution is the answer. A multi-site system contains multiple sites throughout CVMO's service area, extending radio coverage beyond that of a single-site system.

The basic multi-site configuration is simply standalone base stations or repeaters located at different sites throughout the user's coverage area. As users move through the expanded coverage area of a standalone configuration, they need to know the coverage footprint of each station, and manually select their channel. In a standalone configuration, only the receiving base station retransmits the signal. Thus, only the subscribers listening to this channel will hear the communication.

Standalone multi-site works well in systems where specific user groups have specific coverage areas, and do not typically roam throughout the system.

Different system designs and methods such as voting, simulcast, and multi-cast can be applied to the multi-site system to extend radio range and ease subscriber radio operations.

Simulcast

When a wide geographical area requires communications throughout the system, simulcast provides a solution. Simulcast is the simultaneous broadcast of the same voice or message from multiple transmitter sites on the same frequency. Simulcast was developed by Motorola to meet the needs of users who were outgrowing their single-site radio systems. These systems provide consistent communications throughout a large city, metropolitan area, county, or even country.

Simulcast systems are a frequency efficient and user-friendly technique of providing wide-area coverage. Simulcast offers the following advantages:

- **Larger Coverage Area** – One radio site may not provide the coverage necessary for the application in question. Simulcast expands the coverage area by expanding the number of radio sites. A simulcast system delivers continuous coverage throughout a large geographic area.
- **Efficient Use of Frequencies** — Adding sites typically requires more frequencies. In a simulcast system, the same frequencies are reused at every site in the system. This makes very efficient use of the available spectrum.
- **Simple Radio Operation** — Field units must be easy to use. Because the simulcast architecture operates like a single-site system, operations are simplified and radios are easy to use.

2.3.2 Mode

Analog voice is the basis of a conventional system. An analog conventional system simply rebroadcasts the user's analog voice out to the other subscribers, increasing the system's coverage area. In a Motorola ASTRO system, analog voice is converted to a digital signal at the subscriber level before being transmitted across the network. Through the use of digital signaling, ASTRO systems provide many system features above and beyond the basic "talk and listen" of analog technology.

A conventional system can also operate in mixed mode, allowing a customer to have both analog and ASTRO subscribers on the same system. Mixed mode availability is dependent upon the conventional architecture selected.

The conventional system proposed for CVMO is an analog voting system.

2.3.3 Conclusion

Motorola is providing a VHF Analog Voting conventional system to CVMO. This design will allow CVMO to operate effectively within their coverage area provided by the conventional system.

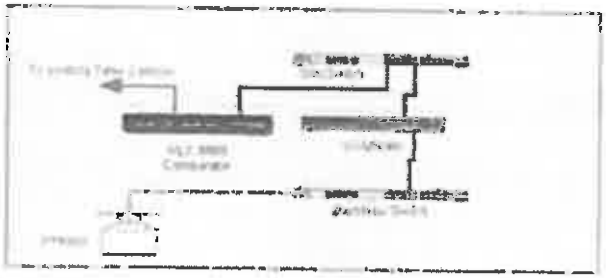
2.4 Proposed Conventional System Components

The system designed for CVMO consists of the following major components:

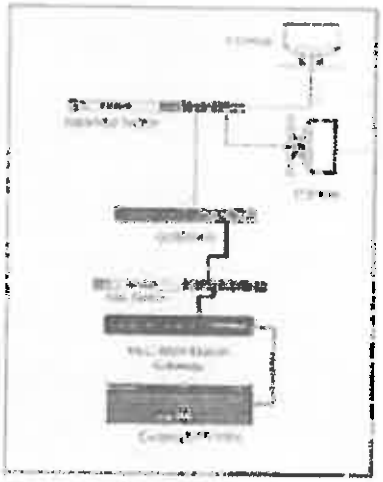
- GPW 8000 Base Station/Repeater
- MLC 8000 Comparator & Gateway
- Existing MTR 2000 Repeater

This section of the system description contains descriptions of these components as depicted by the following diagram.

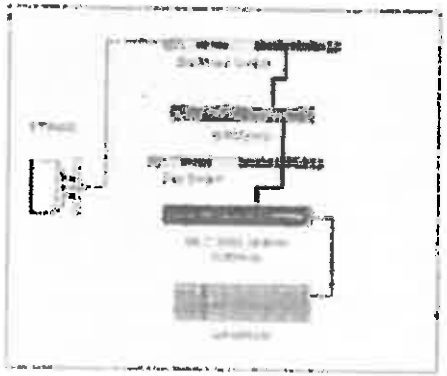
Camp Verde Marshall's Office
VHF Analog Conventional Voting System



Marshall's Office
Prime Site



Squaw Peak TX/RX Site



Verde Lakes RX Only Site

MOTOROLA SOLUTIONS

Camp Verde
Marshall's Office

2.4.1 GPW8000 Receiver

The GPW 8000 Receiver supports Motorola's conventional voting and simulcast/voting system topologies. The receiver is used to increase in-bound signal coverage for infrastructure systems so that mobile or portable coverage can be improved without deploying a full-size transmit and receive site.

The conventional GPW 8000 Receiver is based on the same hardware platform as the Conventional GTR 8000 Base Radio. It only occupies 3 rack units of space allowing for efficient use of expensive site space.

The GPW 8000 Receiver supports the 700 MHz, 800 MHz, UHF, and VHF frequency bands and receive Compatible 4-level Frequency Modulation (C4FM) for traffic channel communications.

The GPW 8000 Receiver supports both an IP interface for ASTRO 25 7.x conventional systems, a V.24 interface for existing ASTRO 25 3.1 conventional systems, and an analog 4-wire interface for analog conventional systems.

The proposed system includes a total of 1 VHF analog GPW 8000 Receivers.

2.4.2 MLC 8000 IP Comparator & Gateways

The MLC 8000 Conventional Analog Comparator is a versatile, compact platform that allows gradual migration of analog voting/simulcast systems from circuit connectivity to IP networks. The new analog solution is comprised of one MLC 8000 operating as the Analog Comparator, and the additional MLC 8000's operating as Analog IP gateways. These Gateways provide 4 wire connectivity to the analog base stations and receivers.

An IP network (LAN or WAN) provides the interface between the MLC 8000 comparator and the MLC 8000 Gateways connected to the 4 wire base stations and receivers.

Motorola's MLC 8000 includes the following features:

- Compact – two MLC 8000s occupy one rack unit (1RU) on a standard 19" rack mount tray
- The MLC 8000 supports +12V DC, Power over Ethernet (PoE), and AC power (optional adapter).
- The MLC 8000 is equipped with a 5MHz/1PPS combined frequency/timing reference interface to achieve the precise audio timing required by analog simulcast.
- The MLC 8000 offers standard status tone and TRC signaling capabilities on each of its four analog interfaces.
- The platform's built-in dual port hub enables multiple MLC 8000's to be daisy-chained with standard Cat5e ethernet cable. No external ethernet LAN switch or hub is necessary to upgrade existing circuit Spectra-TAC or DIGITAC voting solutions.

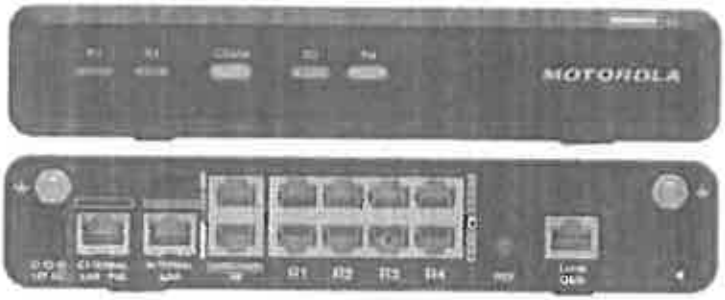


Figure 2-1:

P25 will require additional hardware

2.5 Summary

Motorola is providing a conventional system for Camp Verde Marshal's Office. Motorola has designed this system to enhance voice communications for CVMO, providing users with effective and reliable communication.

Section 3. Acceptance Test Plan (ATP)

The Acceptance Test Plan will be developed upon purchase during the Detailed Design Review.

Section 4. Service / Warranty

Motorola has the most comprehensive service organization in the Land Mobile Industry. Since 1947, we have been building a unique service team, national in scope, but local in its ability to respond to our Customer's diverse needs. As product and system complexity has evolved over the years, the Motorola Global Solutions and Service Division has responded by developing new service products and programs to match the evolution. This ensures that we have the ability to provide service products to effectively maintain your system.

4.1 Motorola Standard Warranty

Motorola's standard warranty covers on-site response during normal business hours and provides for the repair or replacement of defective hardware components.

In addition, Motorola provides a customized support package to meet your needs. We have included the following additional services in your support plan. After the first year, these services may be purchased under a separate agreement.

4.2 On-Site Infrastructure Response/ Dispatch Service

Motorola's On-Site Response service gives you that advantage by making available our network of expert support resources located all across North America to *provide on-site support when you need it*. These Motorola certified field technicians arrive at your door equipped and ready to do what it takes to get your system running at optimum capacity.

Using Motorola-approved test equipment, service procedures and backed by Motorola's centralized technical resources, technicians from your local authorized service center are dispatched to your site to perform diagnostics, remove components for repair, and reinstall new or reconditioned components. When it is a response to a call for help, Motorola On-Site Response service *guarantees technician dispatch, site arrival, and problem resolution—all within your contracted response times.*

Motorola field technicians average 35-60 hours of technical training per year and 15-25 years of solution experience that aid in the quick and timely resolution of your

service issues. Motorola on-site technicians are also backed up by technical consultants and field engineering support across the county when the situation calls for a more specialized expertise. We recognize that your communication system is critical to your operation and our support strategy of local and centralized support is our promise to you that we will do whatever it takes to keep it working at peak efficiency.

Motorola's On-Site Response service is a vital component of an intelligent communication support plan that keeps your business running, your costs down, and helps you stay focused on your goals.

Our Dispatch Service is 24 hours a day, 7 days a week. Dispatch service provides robust escalation process whereby predefined response times are monitored and escalated throughout Motorola Management to prevent delayed or dropped response times. Dispatch service combined with MOL allows the customer to be actively involved with the service process.

4.3 Technical Support Service

Motorola Technical Support Service assures you maximum preparedness with on-demand technical support, commitment to restoration, and whatever it takes to enable immediate communication via your wireless network! The skilled professionals and advanced systems at the Motorola System Support Center are there to keep your network running at peak performance 24 hours a day, 7 days a week.

Technical Support provides:

- Expert technologists trained in troubleshooting to analyze, isolate and correct problems to get your system issue(s) resolved quickly.
- Best-in-class Remote Diagnosis capabilities: advanced diagnostics and fully equipped test labs, if applicable, based on system type
- Automated test systems to quickly diagnose boards
- Shared knowledge database constantly updated for technologists to utilize to reduce cycle time
- Immediate access to Network Designers and Engineers
- Rigorous and defined case and escalation management process and procedures
- Motorola technologists participate in ongoing training programs
- Customer case performance reports available upon request

4.4 Infrastructure Repair with Advanced Replacement

Motorola Infrastructure Repair and/or Infrastructure Repair with Advanced Replacement Service assures you maximum preparedness through the most effective repair processes so that potential service disruptions are minimized or alleviated. The skilled professionals and advanced systems at the Motorola Infrastructure Depot are here to keep your network running at peak performance 24 hours a day, 7 days a week. Infrastructure may be repaired down to the Component level at the Motorola Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party

Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair. If Infrastructure is no longer supported by the original equipment manufacturer or third party vendor, Motorola may replace the equipment with similar Infrastructure.

Infrastructure Repair with Advanced Replacement Service adds:

- 24 hour advanced replacement exchange for the malfunctioning equipment
- Rental/Loaner equipment in cases where the customer requires the exact serialized repaired equipment returned.

Section 7. Contractual Documentation

This proposal is based upon the terms and conditions of the State of Arizona Radio Dispatch Consoles Contract #ADSPO13-036613

Section 8. Our Commitment

Motorola products are growing and changing, as they have over the years, and Motorola's drive for excellence has strengthened and intensified. From the five-pound Handie-Talkie™ radio to the lightweight models of today, Motorola has been the leading provider of two-way radio services to public safety, government, transportation, utility, and manufacturing enterprises. Motorola changed the way the world communicates, from the introduction of the DynaTAC cell phone in 1983 to today's sleek handsets and innovative technology for mobile telephone service. It is also a key supplier of integrated systems for automobiles, portable electronic devices, and industrial equipment.

Throughout its history, Motorola has transformed innovative ideas into products that connect people to each other and the world around them. Moving forward, the company strives to keep its commitment of make things better and life easier, to make sound recommendations that will guide you in linking your current and future communication needs and objectives with technology's ever-evolving promise.

Upon request, your Motorola account executive can provide a proposal tailored to meet your total solution needs.

RESOLUTION 2013-887

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, PERTAINING TO THE SUBMISSION BY THE MARSHAL'S OFFICE A GRANT FROM THE DEPARTMENT OF HOMELAND SECURITY (DOHS) IN ARIZONA'S 2013 FISCAL YEAR

WHEREAS, The Department of Homeland Security is seeking proposals from state and local agencies to support and enhance jurisdictional capabilities relating to all interoperable communications capabilities

WHEREAS, the Town of Camp Verde, through the Camp Verde Marshal's Office, is interested in submitting projects to be considered for funding in the form of reimbursable grants from the Department of Homeland Security;

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

1. THAT approval of the submission of projects for consideration in Arizona's 2013/2014 fiscal year Department of Homeland Security is granted.

2. THAT Town Marshal Nancy Gardner is appointed agent for the Town of Camp Verde, to conduct all negotiations and to execute and submit all documents and any other necessary or desirable instruments in connection with such grant.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona on the 20th day of March 2013.

Bob Burnside, Mayor

Date: 3-20-13

Attest:

Deborah Barber, Town Clerk

Approved as to form:

Town Attorney

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

PLEASE FILL OUT THE SUBGRANTEE AND PROJECT TITLE BLANKS ONLY

Grant #: **Applicant:**

Project Title:

The following document(s) have been completed and submitted with the application

Check if Completed

Grant Workbook

- ☑ -Project Administrative Page (Questions 1-10)
- ☑ -Project Narrative (Questions 11-13)
- ☑ -Project Justification (Questions 14 & 15)
- ☑ -Core Capabilities (Questions 16 & 17)
- ☑ -Milestones (Question 18)

Please be sure to only complete the following worksheets that pertain to your project.

- ☑ -Equipment Budget Narrative
  - ☑ -Equipment Description & Utilization
- ☐ -Training Budget Narrative & Detail Worksheet
- ☐ -Exercise Budget Narrative & Detail Worksheet
- ☐ -Planning Budget Narrative & Detail Worksheet
- ☐ -M&A Budget Narrative & Detail Worksheet
- ☐ -Organization Budget Narrative & Detail Worksheet
- ☐ -Memorandum of Understanding (if applicable)

Please check the following boxes if

☑ -Your agency is NIMSCAST Compliant

For more information on NIMSCAST:

http://www.fema.gov/nimscast/index.jsp

☑ -Your agency is registered with and participating in E-Verification Program

For more information on E-Verify

www.uscis.gov/E-Verify

The following tabs MUST be completed

- ☑ -Standard Data Collection Form
- ☑ -Financial System Survey
- ☑ -Budget Summary
- ☑ -Project Summary
- ☑ -FFATA Summary
- ☑ -Grant-Funded Typed Resource Report

The due date for this application is March 1, 2013 at 5:00PM. No late applications will be accepted. No incomplete applications will be accepted. There will be no opportunity for clarifications once the application has been submitted. To submit an application please click on the link below:

http://www.azdohs.gov/application2013.asp

Central Region, Phoenix UASI		East and West Regions, State Agencies		North and South Regions
Susan Dzbanko (602) 542-1777 sdzbanko@azdohs.gov		John Coughlin (602) 542-7012 jcoughlin@azdohs.gov		Maryann Loya (602) 542-7062 mloya@azdohs.gov

Grant Timeline

March 1, 2013 no later than 5:00 PM (Arizona Time) - Application due to AZDOHS.

March 4 - March 15, 2013 AZDOHS reviews grant applications.

March 18 - April 12, 2013 Applicable applications will be reviewed by Working Groups as necessary. Regional Advisory Councils will provide recommendations to the Director of AZDOHS.

TBD - AZDOHS Applications due to Federal DHS.
On or before September 2013 - Awards will be made to local jurisdictions and state agencies.

Grant Period - Start date will be determined by the date on the official award notice to Arizona. from U.S. DHS. The local jurisdictions grant award period will not exceed 12 months.

5

PROCLAMATION

DESIGNATING MARCH 30, 2014
AS
'VIETNAM VETERANS REMEMBRANCE DAY

WHEREAS, the Vietnam War was fought in the Republic of South Vietnam from 1961 to 1975, and involved North Vietnamese regular forces and Viet Cong guerrilla forces in armed conflict with the United States Armed Forces and the Army of the Republic of Vietnam; and

WHEREAS, the United States Armed Forces became involved in Vietnam because the United States Government wanted to provide direct military support to the Government of South Vietnam to defend itself against the growing Communist threat from North Vietnam;

WHEREAS, members of the United States Armed Forces began serving in an advisory role to the Government of the Republic of South Vietnam in 1961;

WHEREAS, as a result of the Gulf of Tonkin incidents on August 2 and 4, 1963, Congress overwhelmingly passed the Gulf of Tonkin Resolution (Public Law 88-408), on August 7, 1964, which provided the authority to the President of the United States to prosecute the war against North Vietnam;

WHEREAS, in 1965, Unites States Armed Forces ground combat units arrived in Vietnam;

WHERAS, by the end of 1965, there were 80,000 United States troops in Vietnam, and by 1969, a peak of approximately 543,000 troops was reached;

WHERAS, more than 58,000 members of the United States Armed Forces lost their lives in Vietnam and more than 300,000 members of the Armed Forces were wounded;
WHERAS, in 1982, the Vietnam Veterans Memorial was dedicated in the District of Columbia to commemorate those members of the United States Armed Forces who died or were declared missing-in-action in Vietnam;

WHERAS, the Vietnam was an extremely divisive issue among the people of the United States and a conflict that caused a generation of veterans to wait too long for the United States public to acknowledge and honor the efforts and services of such veterans;

WHERAS, members of the United States Armed Forces who served bravely and faithfully for the United States during the Vietnam War were often wrongly criticized for the policy decisions made by 4 presidential administrations in the United States;

WHERAS, the establishment of a **'Welcome Home Vietnam Veterans Day'** would be an appropriate way to honor those members of the United States Armed Forces who served in South Vietnam and throughout Southeast Asia during the Vietnam War; and

WHEREAS, March 30, 2014, would be an appropriate day to establish as **'Welcome Home Vietnam Veterans Day'**:

***NOW THEREFORE*, BE IT RESOLVED THAT, the Mayor and Common Council of the Town of Camp Verde resolve:**

1) **Honors and recognizes the contributions of veterans who served in the United States Armed Forces in Vietnam during war and during peace;**
2) **Encourages States and local governments to also establish 'Welcome Home Vietnam Veterans Day'; and**
3) **Encourages the people of the United States to observe 'Welcome Home Vietnam Veterans Day; with appropriate ceremonies and activities that**
    a. **Provide the appreciation Vietnam War veterans deserve, but did not receive upon return home from the war;**
    b. **Demonstrate the resolve that never again shall the Nation disregard and denigrate a generation of veterans;**
    c. **Promote awareness of the faithful service and contributions of such veterans during their military service as well as to the communities since returning home;**
    d. **Promote awareness of the importance of entire communities empowering veterans and the families of veterans to readjust to civilian life after military service; and**
    e. **Promote opportunities for such veterans to assist younger veterans returning from the wars in Iraq and Afghanistan in rehabilitation from wounds, both seen and unseen, and to support the reintegration of younger veterans into civilian life.**

Passed and approved by a majority voted of the Common Council at the Regular Session of February 5, 2014.

_____ _____

Charles German, Mayor Date

Attest:

_____

Deborah Barber, Town Clerk

1

Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: Feb. 5, 2014

☐ Consent Agenda ☒ Decision Agenda ☐ Executive Session Requested

☐ Presentation Only ☐ Action/Presentation

Requesting Department: Councilor Bruce George

Staff Resource/Contact Person: Councilor George

Agenda Title (be exact): Discussion, consideration, and possible direction to staff to prepare an ordinance recognizing Civil Unions in order to support the right of every person to enter into a lasting and committed relationship with the partner of his or her choice regardless of gender or sexual orientation.

List Attached Documents: Sedona and Cottonwood Ordinances

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 10 minutes

Reviews Completed by:

☐ **Department Head:**

☐ **Town Attorney Comments:** N/A.

☐ **Finance Department**
Fiscal Impact:
Budget Code: _____ **Amount Remaining:** _____
Comments:

Background Information: In recent months, other Verde Valley communities have adopted Civil Union ordinances that recognize individual rights to enter into meaningful and lasting relationships. I believe that the Town of Camp Verde should also support an environment that recognizes these individual rights.

Recommended Action (Motion): Direct staff to prepare an ordinance to recognize Civil Unions and bring back to Council for consideration.

Instructions to the Clerk: N/A

ORDINANCE NO. 2013-05

AN ORDINANCE OF THE CITY OF SEDONA, ARIZONA, AMENDING THE CITY CODE TITLE 5 (BUSINESS LICENSES AND REGULATIONS) BY ADDING SECTION 5.40 (CIVIL UNIONS); PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING FOR REPEAL OF ANY ORDINANCE OR PARTS OF ORDINANCES OR CODE PROVISIONS IN CONFLICT HEREWITH.

WHEREAS, the Mayor and Council of the City of Sedona support the right of every person to enter into a lasting and meaningful relationship with the partner of his or her choice, , regardless of the gender or sexual orientation of the parties thereto; and

WHEREAS, the Arizona Attorney General has recognized the ability of Arizona cities and towns to enact ordinances that are designed to facilitate the memorialization of such agreements; and;

WHEREAS, to the full extent of its authority to do so, and to no further extent, the City of Sedona exercises its authority to express its support for the right of all individuals to manage their personal affairs through the formation of contractual agreements and the designation of agents.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA AS FOLLOWS:

Section 1. Amendment of Title 5 of the City Code by adding Section 5.40

Those proposed amendments as set forth in that document entitled: "2013 Amendments to the Sedona City Code Regarding Civil Unions" incorporated as Exhibit A and established as a public record by Resolution No. 2013-21 are incorporated herein by reference and are hereby adopted as amendments to the Sedona City Code as though set forth fully herein.

Section 2. Savings Clause

If any section or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

Section 3. Repeal

All other code provisions, ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict as of the effective date hereof.

PASSED AND ADOPTED by the Mayor and City Council of the City of Sedona, Arizona, this 24th day of September, 2013.

Robert M. Adams, Mayor

ATTEST:

Susan L. Irvine, City Clerk

APPROVED AS TO FORM:

Mike Goimarac, City Attorney

Exhibit A

2013 Amendments to the Sedona City Code Regarding Civil Unions

Chapter 5.40 Civil Unions

5.40.010 Registered Civil Unions Defined

A. As used in this Chapter, the term "registered civil union" exists between two persons if one or more of the following is true:

1. The persons who meet the criteria for civil union have filed a statement of civil union with the City Clerk on the form provided by the City and paid the required fee.

2. The persons have a valid certificate of domestic partnership issued by another jurisdiction and meet the criteria for civil union between each other set forth in this article.

3. The persons are legally recognized as civil union spouses in another jurisdiction and meet the criteria for civil union between each other set forth in this article.

5.40.020 Criteria for Civil Union

A. For purposes of this Chapter, civil union partners are two persons:

1. Not related by blood closer than would bar marriage in the State of Arizona;

2. Neither of whom is in a marriage expressly recognized by the State of Arizona or in any domestic partnership and/or civil union with another person;

3. ~~Both~~ Each of whom ~~are~~ is eighteen years of age or older;

4. ~~Both~~ Each of whom ~~are~~is competent to enter into a contract.

5.40.030 Statement of Civil Union; Additional Evidence of Civil Union

A. Civil Union Partners may make an official record of their civil union by executing a "Civil Union Registration Statement" on the form prescribed by the City.

B. The statement must include a declaration that the persons are in a relationship of mutual support, caring and commitment and are responsible for each other's welfare. For these purposes, "mutual support" means that they contribute

mutually to each other's maintenance and support.

C. The statement must include a declaration that both persons agree to file a termination of the civil union if there is a change in the status of their relationship such that they cease to meet the criteria for a civil union under this Ordinance.

D. The ~~sworn~~ statement shall include the date on which the civil union was registered, and the mailing addresses of both partners. The civil union statement shall further state that the civil union partners meet the criteria set forth in Section 5. 40.020.

E. In addition to the registration statement, civil union partners may submit to the City, and the City shall maintain, a statement or list describing any additional documents, such as contracts and agreements that document the rights, responsibilities and obligations that the civil union partners have established by and between each other. In order to prevent public access to private personal information, civil union partners may not submit, and the City will not maintain, the contracts and agreements themselves. By way of example, the statement or list of additional documents evidencing the parties' civil union may include a description of:

1. Agreements between the parties regarding the management and ownership of real and personal property.

2. Agreements between the parties regarding the obligations that either or both may have agreed to assume regarding the existing children or other family members of one or both of the parties.

3. Agreements between the parties regarding the obligations that either or both may have agreed to assume regarding prospective children of one or both of the parties.

4. Agreements between the parties regarding the disposition of their property upon the death of either party.

5. Agreements for resolving any disputes that may arise should the relationship dissolve, through alternative dispute resolution procedures or otherwise.

6. Documents that establish any other rights or obligations that may be legally exchanged by and between the parties.

F. As part of the registration statement, the parties to a civil union may include a statement describing their shared intentions regarding the scope of the relationship, regardless of whether or not they have entered into any contracts or agreements of the kind described in subparagraph E above.

G. Any documents described in the statement or list provided to the City pursuant to subsection E above, and any statement of shared intent provided pursuant to subsection F above, shall only be effective as provided under Arizona law and any other applicable law, and the fact that the statement or list has been submitted to the City and/or is maintained by the City shall not affect whether those documents are enforceable or binding upon the parties thereto. For example, some agreements may require additional documentation or formalities in execution in order to effectuate their intent under Arizona law.

5.40.040 Termination of Civil Union

A. A civil union shall terminate upon the occurrence of any one of the following:

1 The death of one of the partners.

2 The filing of a sworn termination statement with the City Clerk on the form prescribed by the City. The person filing the sworn termination statement shall declare that the civil union is terminated and, if the termination statement has not been signed by both parties to the civil union, that the other person has been notified in writing of such termination at the last known address of such person;

3 The marriage, expressly recognized by the State of Arizona, of either one of the Civil Union partners.

5.40.050 Fees; civil union certificate

A. The fee for filing a civil union statement and any attachments shall be fifty dollars ($50.00) which entitles the person filing the statement on behalf of the civil union to two (2) certified copies of the official statement, which shall constitute civil union certificates.

1 The fee for obtaining additional copies shall be ten dollars ($10.00) per copy.

2 The fee for filing a termination of civil union statement shall be ten dollars ($10.00).

5.40.060 Rights of registered civil union partners

A. Health care visitation. All health care facilities operating within the City shall allow the registered civil union partner of a patient to visit such patient unless no visitors are allowed or the patient expresses a desire that visitation by the civil union partner be restricted. As used in this section, "health care facility" means every place, institution, building or agency, whether organized for profit or not, which provides facilities with medical services, nursing services, health screening services, mental health services, other health-related services, supervisory care services, personal care services or directed care services and includes home health agencies as defined in A.R.S. § 36-151 and hospice service agencies.

B. *Use of and access to City facilities.* All facilities owned or operated by the City, including but not limited to recreational facilities shall allow the registered civil union partner of a user to be included in any rights and privileges accorded a spouse for purposes of use of and access to City facilities.

C. *City employee benefits.* To the extent authorized by law, any City employee who is registered with the City as a civil union partner may designate his or her partner as a beneficiary of any of the benefits provided by the City in the same manner as a spouse of an employee.

5.40.070 Limitation of liabilities

A. Nothing in this article shall be interpreted to contravene the general laws of the State of Arizona.

B. Nothing in this article shall be construed to create additional legal liabilities greater than those already existing under law or to create new private causes of action.

C. By maintaining records provided by civil union partners pursuant to this article, including the statement or list of documents as described in section 5.40.030(e) and the statement of shared intent as described in section 5.40.030(f), the City does not make any representation or warranty that such documents, records or stated intentions are legally enforceable or valid.

5.40.080 Public Records

The statement of civil union, the civil union certificate and all documents provided to the City by civil union partners pursuant to this article shall be treated as a public record pursuant to the laws of the State of Arizona and shall be subject to disclosure upon request.

ORDINANCE NUMBER 604

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, AMENDING THE MUNICIPAL CODE BY ADDING A NEW TITLE 16, CIVIL UNIONS.

WHEREAS, the Mayor and Council of the City of Cottonwood support the right of every person to enter into a lasting, meaningful, and committed relationship with the partner of his or her choice, regardless of the gender or sexual orientation of the parties thereto; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AS FOLLOWS:

Section 1. That Title 16 of the Municipal Code of the City of Cottonwood is hereby amended to read as follows:

Chapter 16.04 Civil Unions

16.04.010 Criteria for Civil Union Recognition and Registration

A. For purposes of this Chapter, two persons are eligible for recognition and registration as civil union partners if they meet all of the following criteria:

1. They are not related by blood closer than would bar marriage under the laws of Arizona.

2. Neither of them is in a marriage expressly recognized by the State of Arizona or in any civil union, domestic partnership or equivalent relationship with another person.

3. Each of them is eighteen years of age or older.

4. Each of them is competent to enter into a contract under the laws of Arizona.

16.04.020 Registration of Civil Union; Statement or List of Additional Agreements or Other Documents

A. Persons who meet the criteria for recognition as civil union partners set forth in Section 16.04.010 may make an official record of their civil union by executing a notarized statement of civil union on a form prescribed by the City Clerk.

B. The statement of civil union shall include a declaration that the persons are in a relationship of mutual support, caring and commitment and are responsible for each other's welfare.

C. The statement shall also include a declaration that both persons agree to file a termination of the civil union if there is a change in the status of their relationship such that they cease to meet the criteria for a civil union under this Chapter.

D. The statement shall include the date on which the civil union was registered, and the mailing addresses of both partners. The statement shall further state that the civil union partners meet the criteria set forth in Section 16.04.010.

E. In addition to the statement of civil union, civil union partners may also submit to the City Clerk, and the City Clerk shall maintain, a statement or list describing any additional documents, such as contracts and agreements that document the rights, responsibilities and obligations that the civil union partners have established by and/or between each other. Civil union partners shall not submit, and the City Clerk shall not maintain any such contracts and agreements. The statement or list of additional documents evidencing the parties' civil union may include but is not limited to the following:

1. Agreements between the parties regarding the management and ownership of real and personal property.

2. Agreements between the parties regarding the obligations that either or both may have agreed to assume regarding the existing children or other family members of one or both of the parties.

3. Agreements between the parties regarding the obligations that either or both may have agreed to assume regarding prospective children of one or both of the parties.

4. Agreements between the parties regarding the disposition of their property upon the death of either party.

5. Agreements for resolving any disputes that may arise should the relationship dissolve, through alternative dispute resolution procedures or otherwise.

6. Documents that establish any other rights or obligations that may be legally exchanged by and between the parties.

F. As part of the registration statement, the parties to a civil union may include a statement describing their shared intentions regarding the scope of the relationship, regardless of whether or not they have entered into any contracts or agreements of the kind described in subsection E above.

G. Any documents described in the statement or list provided to the City pursuant to subsection E above, and any statement of shared intent provided pursuant to subsection F above, shall only be effective as provided under Arizona law and/or any other applicable law, and the fact that the statement or list has been submitted to the City and is maintained by the City shall not affect whether those documents are enforceable or binding upon the parties thereto.

16.04.030 Issuance of Civil Union Certificate/Fees

A. Upon the filing of documentation that complies with the requirements of Section 16.04.020, the City Clerk shall provide the person(s) filing the statement on behalf of the civil union partners two certified copies of the statement, which shall constitute civil union certificates.

B. Additional civil union certificates may be provided to a civil union partner at a cost of five dollars ($5.00) per copy, or such other cost as may be set by resolution of the City Council.

16.04.040 Termination of Civil Union

A. For the purposes of this Chapter, a registered civil union shall terminate upon the occurrence of any one of the following:

1 The death of one of the civil union partners.

2 The filing of a notarized termination statement with the City Clerk on a form prescribed by the Clerk. The person filing the termination statement shall declare that the civil union is terminated and, if the termination statement has not been signed by both parties to the civil union, that the other person has been notified in writing of such termination at the last known address of such person.

3 The marriage, expressly recognized by the State of Arizona, of either one of the civil union partners.

16.04.050 Rights of Registered Civil Union Partners

A. Health Care/Hospice Visitation. All health care, hospice and similar facilities operating within the City shall allow the registered civil union partner of a patient to visit such patient unless no visitors are allowed or unless the patient expresses a desire that visitation by the civil union partner be restricted. As used in this section, health care facility means every place, institution, building or agency, whether organized for profit or not, which provides facilities with medical services, nursing services, health screening services, mental health services, other health-related services, supervisory care services, personal care services or directed care services and includes home health agencies as defined in A.R.S. § 36-151.

B. Use of and Access to City Facilities. All facilities owned or operated by the City shall accord registered civil union partners the same rights and privileges as are accorded a spouse for purposes of the use, enjoyment of and access to such facilities.

C. City Employee Benefits. To the extent not otherwise prohibited by law or by any contract to which the City is a party, a registered civil union partner of a City employee shall be treated as the spouse of the employee for purposes of sick leave, bereavement leave, and other similar employment benefits; and may be designated as a beneficiary of any of the other benefits provided by the City in the same manner and to the same extent as the spouse, including but not limited to health and life insurance benefits.

16.04.060 Governing Law/Limitation of Liabilities

A. Nothing in this Chapter shall be interpreted to contravene the general laws of the State of Arizona, which shall supersede any conflicting provisions herein.

B. Nothing in this Chapter shall be construed to create additional legal liabilities or to create new private causes of action.

C. By maintaining records provided by civil union partners pursuant to this Chapter, including the statement or list of documents as described in Section 16.04.020.E, and the statement of shared intent as described in Section 16.04.020.F, the City does not make any representation or warranty

that such documents, records or stated intentions are legally enforceable or valid.

16.04.070 Public Records

The statement of civil union, civil union certificate and any documents provided to the City by civil union partners and maintained by the City pursuant to this Chapter shall be treated as public records pursuant to the laws of the State of Arizona and shall be subject to disclosure upon request.

Section 2. That if any section, subsection, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions hereof.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 17TH DAY OF DECEMBER 2013.

Diane Joens, Mayor

APPROVED AS TO FORM:

Steven B. Horton
City Attorney

ATTEST:

Marianne Jiménez, City Clerk