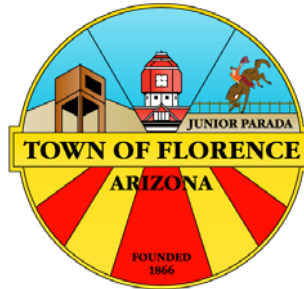


# TOWN OF FLORENCE REGULAR MEETING AGENDA

Mayor Tara Walter  
Vice-Mayor John Anderson  
Councilmember Bill Hawkins  
Councilmember Kristen Larsen  
Councilmember Karen Wall  
Councilmember Michelle Cordes  
Councilmember Judy Hughes



Florence Town Hall  
775 N. Main Street  
Florence, AZ 85132  
(520) 868-7500  
[www.florenceaz.gov](http://www.florenceaz.gov)  
Meet 1<sup>st</sup> and 3<sup>rd</sup> Mondays

**6:00 PM**

**Tuesday, January 22, 2019**

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the Town of Florence Council and to the general public that a Regular Meeting of the Florence Town Council will be held on Tuesday, January 22, 2019, at 6:00 p.m., in the Florence Town Council Chambers, located at 775 N. Main Street, Florence, Arizona. The agenda for this meeting is as follows:

## **1. CALL TO ORDER**

1. ROLL CALL: Walter \_\_, Hawkins \_\_, Anderson \_\_, Wall \_\_, Larsen \_\_, Cordes \_\_, Hughes \_\_.

## **2. MOMENT OF SILENCE**

## **3. PLEDGE OF ALLEGIANCE**

## **4. CALL TO THE PUBLIC**

Call to the Public for public comment on issues within the jurisdiction of the Town Council. Council rules limit public comment to three minutes. Individual Councilmembers may respond to criticism made by those commenting, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Council shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

## **5. PRESENTATIONS**

- a. Presentation on upcoming special events from February to April 2019. (Alison Feliz)
  - b. Presentation of new GIS (Geographic Information System) interactive online map for traffic counts of various roadways in the greater Florence area. (Victor Cantu)
6. **CONSENT: All items on the consent agenda will be handled by a single vote as part of the consent agenda, unless a Councilmember or a member of the public objects at the time the agenda item is called.**

- a. **Authorization to award** a contract with Coolidge Engine & Pump, to brush, bail, clean, video, perforate and install new casing to Well #4 (CIP WU-84 Pump Inspection and Rebuild), in an amount not to exceed \$42,527.58. (Chris Salas)
- b. **Approval to accept** funds from Arizona Department of Homeland Security, to purchase an OPSG Vehicle to conduct Operation Stonegarden border enforcement activities, in the amount of \$82,018. (Jennifer Evans)
- c. **Approval to purchase** five public safety portable radios, from Motorola Solutions, in an amount not to exceed \$36,784.88. (Dan Hughes)
- d. **Approval and ratification** of the standard Terms of Engagement for legal services approved at the June 18, 2018 Council Meeting, as it relates to the expenditures for legal services with Attorney formerly working at Ryley Carlock & Applewhite, now engaged at Dickinson Wright PLLC, and Albert H. Acken, for legal representation of the Town of Florence, in regulatory matters, including administrative appeals and potential litigation with respect to Matters of Arizona Corporation Commission's Investigation of Johnson Utilities LLC, and Southwest Environmental Utilities. (Clifford Mattice)
- e. Approval of the **December 3, 2018** Town Council Meeting minutes.
- f. Receive and file the following board and commission minutes:
  - i. **September 20, and October 11, 2018** Arts and Culture Commission Minutes
  - ii. **November 7, 2018** Historic District Advisory Commission Minutes
  - iii. **October 18, November 15 and December 20, 2018** Planning and Zoning Commission Minutes

## **7. NEW BUSINESS**

- a. **Resolution No. 1686-19:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE FLORENCE TOWN COUNCIL RULES OF PROCEDURE, EFFECTIVE FEBRUARY 22, 2019. (Lisa Garcia)
- b. **Discussion/Approval/Disapproval** of PZ-18-36-DR, the Comprehensive Sign Plan for the Florence Hospital, APN 211-02-0340, located at 4545 North Hunt Highway, subject to the conditions noted in the staff report. (Larry Harmer)
- c. **Discussion/Approval/Disapproval** to accept funds from Arizona Department of Homeland Security, in the amount of \$161,000 for overtime wages, benefits and vehicle mileage to conduct OPSG border enforcement activities. (Jennifer Evans)
- d. **Discussion/Approval/Disapproval** of entering into an employment agreement with Clifford L. Mattice for the position of Town Attorney. (Brent Billingsley)

## **8. MANAGER'S REPORT**

## **9. CALL TO THE PUBLIC**

## **10. CALL TO THE COUNCIL – CURRENT EVENTS ONLY**

## **11. ADJOURNMENT TO EXECUTIVE SESSION**

Discussion and possible action to authorize the holding of an Executive Session during the Council Meeting for the purposes of discussions or consultations with designated representatives of the public body and/or legal counsel pursuant to A.R.S. Sections 38-431.03 (A)(3), (A)(4), and (A)(7) to consider its position and instruct its representatives and/or attorneys regarding:

- a. Discussion or consultations regarding the Town of Florence intervention in the matter of the Arizona Corporation Commission's investigation into the billing practices and water quality issues of Johnson Utilities, LLC before the Commission or in regard to any matters involving the Commission's review, public participation, investigations into the operations of Johnson Utilities, LLC and its affiliates including but not limited to Southwest Environmental Utilities and Case Numbers: WS-02987A-17-0392; WS-02987A-18-0151; WS-0987A-18-0050; WS-20878A-18-0330; WS-02987A-18-0329; WS-02987A-06-0667.

## **ADJOURNMENT FROM EXECUTIVE SESSION**

## **12. ADJOURNMENT**

Council may go into Executive Session at any time during the meeting for the purpose of obtaining legal advice from the Town's Attorney(s) on any of the agenda items pursuant to A.R.S. § 38-431.03(A)(3). One or more members of Council may appear for part or all of the meeting including Executive Session telephonically.

**POSTED ON JANUARY 16, 2019, BY LISA GARCIA, TOWN CLERK, AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA, AND AT [WWW.FLORENCEAZ.GOV](http://WWW.FLORENCEAZ.GOV).**

**\*\*\* PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT (ADA), THE TOWN OF FLORENCE DOES NOT DISCRIMINATE ON THE BASIS OF DISABILITY REGARDING ADMISSION TO PUBLIC MEETINGS. PERSONS WITH A DISABILITY MAY REQUEST REASONABLE ACCOMMODATIONS BY CONTACTING THE TOWN OF FLORENCE ADA COORDINATOR, AT (520) 868-7574 OR (520) 868-7502 TDD. REQUESTS SHOULD BE MADE AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE THE ACCOMMODATION. \*\*\***



## TOWN OF FLORENCE COUNCIL ACTION FORM

### AGENDA ITEM **5a.**

**MEETING DATE:** January 22, 2019

**DEPARTMENT:** Community Services

**STAFF PRESENTER:** Alison Feliz, Recreation Coordinator

**SUBJECT:** Presentation on Upcoming Special Events

- ☐ Action
- ☒ Information Only
- ☐ Public Hearing
- ☐ Resolution
- ☐ Ordinance
  - ☐ Regulatory
  - ☐ 1<sup>st</sup> Reading
  - ☐ 2<sup>nd</sup> Reading
- ☐ Other

#### **STRATEGIC PLAN REFERENCE:**

- ☒ Community Vitality    ☐ Economic Prosperity    ☐ Leadership and Governance
- ☐ Partnership and Relationships    ☐ Transportation and Infrastructure
- ☐ Statutory    ☐ None

#### **RECOMMENDED MOTION/ACTION:**

Presentation by Alison Feliz, Recreation Coordinator, on upcoming special events from February to April 2019.

#### **BACKGROUND/DISCUSSION:**

There are several special events planned from February to April 2019. Staff will give a brief overview of both internal and external special events to promote and provide information to residents and visitors, so they can attend or volunteer.

#### **A VOTE OF NO WOULD MEAN:**

Not Applicable

#### **A VOTE OF YES WOULD MEAN:**

Not Applicable

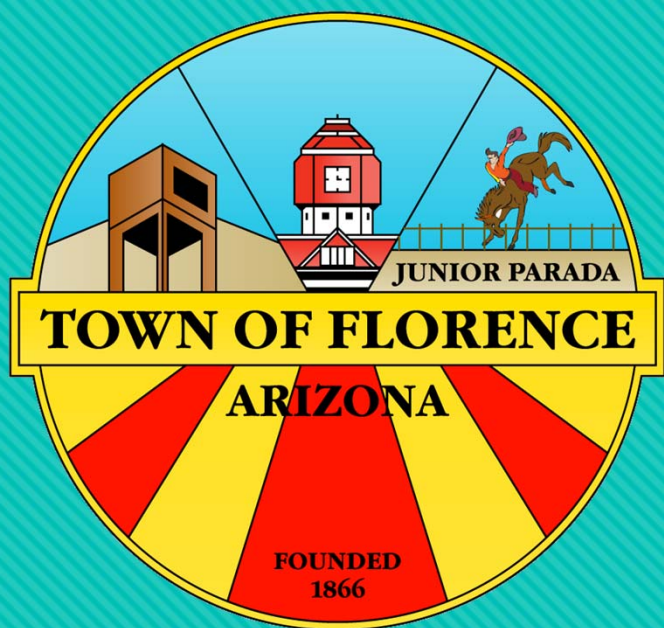
#### **FINANCIAL IMPACT:**

Not Applicable

#### **ATTACHMENTS:**

Presentation





# Town of Florence Community Services

## Special Events

February to April 2019



Concerts in the Park



Home Tour



Pooch Party



Easter Eggstravaganza



Road to Country Thunder



Movie in the Park

# Concerts in the Park



- Fridays in February
- 5:15 p.m. to 7:00 p.m.
- Padilla Park



# 34<sup>th</sup> Annual Historic Home Tour

- Saturday, February 9<sup>th</sup>
- "Small Town, Big History – Living within Adobe Walls"
- 10:00 a.m. to 4:00 p.m.
- Historic Downtown Main Street



# Pooch Party



- 9:00 a.m. to 11:00 a.m.
- Saturday, February 23<sup>rd</sup>
- Central Bark Park
- Vaccinations and Licensing
- Pet adoptions available



# Road to Country Thunder

- Saturday, April 6<sup>th</sup>
- Historic Downtown Main Street
- 5:00 p.m. to 10:00 p.m.
- Food Vendors & Beer Garden





# Easter Eggstravaganza

- ▶ Saturday, April 13<sup>th</sup>
- ▶ 9:00 a.m. to 12:00 p.m.
- ▶ Heritage Park
- ▶ Partnering with Pinal County Resource Fair
- ▶ Pancake Breakfast



# Movie in the Park

- Saturday, April 27<sup>th</sup>
- Disney's "Coco"
- Aquatic Center Multi-Purpose Fields
- Sundown approximately 7:00 p.m.



# Upcoming Events at Aero Modeler Park

Jan 12<sup>th</sup>  
Florence  
Desert Fly In



Feb 9<sup>th</sup>  
Florence  
Model Air Show



March 9<sup>th</sup>  
Warbirds over  
Florence

# Upcoming Events at the Rodeo Grounds

Feb 10<sup>th</sup>  
Prison Run



Feb 23<sup>rd</sup> and 24<sup>th</sup>  
Queen Creek  
Jr. Rodeo

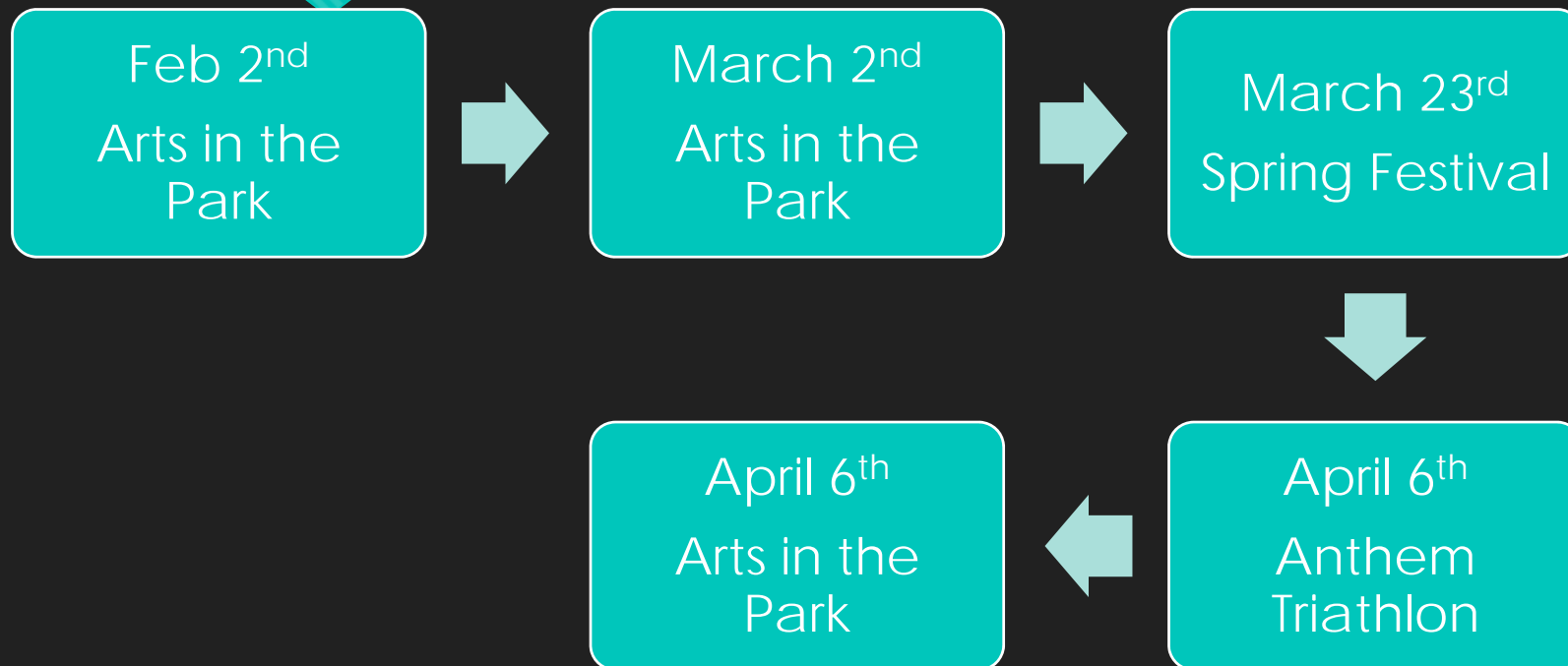


March 31<sup>st</sup>  
Arizona  
High School Rodeo



March 16<sup>th</sup>  
Ranch Rodeo

# Upcoming Events at Anthem Parkside & Sun City Anthem @ Merrill Ranch




# Upcoming External Events





# Questions?



	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> 5b.
<b>MEETING DATE:</b> January 22, 2019  <b>DEPARTMENT:</b> Information Technology  <b>STAFF PRESENTER:</b> Victor Cantu, GIS Coordinator  <b>SUBJECT:</b> Online Interactive Traffic Volume Map for Florence		<input type="checkbox"/> Action <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <div style="margin-left: 20px;"> <input type="checkbox"/> Regulatory  <input type="checkbox"/> 1<sup>st</sup> Reading  <input type="checkbox"/> 2<sup>nd</sup> Reading         </div> <input type="checkbox"/> Other
<b>STRATEGIC PLAN REFERENCE:</b> <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnerships and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Presentation of new Geographic Information System (GIS) interactive online map for traffic counts of various roadways in the greater Florence area.

**BACKGROUND/DISCUSSION:**

Traffic counts for various roadways in the greater Florence area were obtained by Field Data Services of Arizona, in September 2018. This data was then provided to our GIS Coordinator Victor Cantu, who converted the information to an interactive map format that is now available on the Town website.

A brief demonstration of this new online mapping tool will be presented to Council.

**A VOTE OF NO WOULD MEAN:**

Presentation only

**A VOTE OF YES WOULD MEAN:**


Presentation only

**FINANCIAL IMPACT:**

None

**ATTACHMENTS:**

None

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>6a.</b>
<b>MEETING DATE:</b> January 22, 2019  <b>DEPARTMENT:</b> Public Works Department  <b>STAFF PRESENTER:</b> Christopher A. Salas, Public Works Director/Town Engineer  <b>SUBJECT:</b> Coolidge Engine & Pump Contract for Well #4 – CIP WU-84 Pump Inspection and Rebuild		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Authorization to award a contract with Coolidge Engine & Pump to brush, bail, clean, video, perforate and install new casing to Well #4 (CIP WU-84 Pump Inspection and Rebuild), in an amount not to exceed \$42,527.58.

**BACKGROUND/DISCUSSION:**

Via Bid Tabulation, and following the Procurement Policy, a Bid Tabulation form was approved by the Finance Department and the Town Manager, for \$13,300, on October 10, 2018. Once Well #4 was brushed, bailed and videoed, the decision to perforate (Change Order #1 \$4,100.00) was made to enhance the ability of the well to perform. Due to the age of the casing, the casing was damaged, and the perforations were not successful. A new casing needs to be installed, which resulted in Change Order #2 for \$22,300.00. The total amount shall not exceed \$42,527.58.

**A VOTE OF NO WOULD MEAN:**

Currently Well #4 is disassembled and not in working order. If the rebuild is not completed, the well will remain un-usable.



**A VOTE OF YES WOULD MEAN:**

Planned improvements would get completed on Well #4, allowing the Town to use the well and then complete well improvements on Well #5.

**FINANCIAL IMPACT:**

The contract amount shall not exceed \$42,527.58.

Services will be obtained following the Town's Purchasing Policy, Section 5.63 Purchases of \$25,000 or More (specifically, 5.6321 of Vendor Selection)

**5.632 Vendor Selection**

5.6321 Alternative purchase methods are identified if approved by necessity or by the Town Manager as indicated by Emergency/Sole Source Purchase, cooperative purchase, state contract or any other method authorized. The Finance Director reviews for budget availability and bidding procedures. The Town Manager reviews for need.

**4.12 Purchasing Policy**

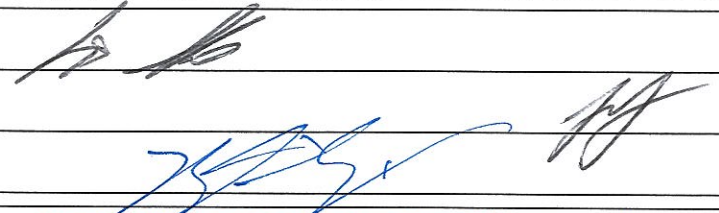
Department Heads must approve all purchases regardless of dollar value. This does not preclude the Department Head from obtaining the necessary approval from the Town Manager and/or Town Council, nor does this allow them to have signature authority on contracts. The Town Manager has signature authority on purchases up to \$24,999. Town Council is required on any purchases of \$25,000 or more.

**ATTACHMENTS:**

- Approved Bid Tabulation Form October 10, 2018
- Approved Bid Tabulation Form December 21, 2018
- Change Order #1
- Change Order #2



# Town of Florence Bid Tabulation Sheet

						General Ledger Account Number:		051-574- 507		
Email Confirmation (\$5,000 or less)						Date Prepared:		10/03/18		
Written / Fax / Email (Mandatory over \$5,000 bids attached)						Prepared By:		JH for C. Salas		
Sealed Bid Title:		Formal Sealed Bid: <input type="checkbox"/>		Written Bid: <input type="checkbox"/>		Open Date:				
						Close Date:				
Item(s) (Include Quantity, Model & Color): <div style="text-align: center;"> <p>Well #4 Brush, Bail and Clean Project</p> <p>(WU-84 Well #4 Pump Insper. &amp; Rebuild)</p> </div>										
VENDOR NAME			CONTACT INFO:		Payment Terms (Discount)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments
1	Name:	The Pump Company	Contact:					10,576.0	\$ 10,576.00	Labor and material combined within quote. Tax not included for any materials.
	Address:	327 N 1st Street, Buckeye, AZ 85326	Phone:	623-327-1200			Tax:			
	Quote #:	1329	Fax:	623-386-7776			Freight:			
	Received		Email:				REQ #:			
2	Name:	Coolidge Engine & Pu	Contact:	Jack Moore				13,300.0	\$ 13,300.00	Labor and material combined within quote. Tax not included for any materials.
	Address:	PO Box 957, Coolidge, AZ 85128	Phone:	520-723-4556			Tax:			
	Quote #:		Fax:	520-723-4556			Freight:			
	Received		Email:	cepllc1001@qwestoffice.net			REQ #:			
3	Name:	K.P. Ventures Well Dri	Contact:					21,857.4	\$ 23,448.72	Tax estimated at their rate, not TOF's.
	Address:	PO Box 2411, Cottonwood, AZ 86326	Phone:	928-639-1709			Tax:	1,591.23		
	Quote #:	6180	Fax:				Freight:			
	Received		Email:	http://kpventureswelldrilling.cor			REQ #:			
Attach additional page(s), if necessary.										
Vendor Selected : Coolidge Engine & Pump, LLC										
Justification (if not lowest bid.): Please see attached memo for Justification										
Department Head Approval:								Date:		10/3/18
Finance Director Approval:								Date:		10/9/18
Town Manager Approval:								Date:		10/10/18

If over \$24,999, must go to Town Council for approval.

Attach this approved form to purchase request with written quotes, if applicable.





# Town of Florence Bid Tabulation Sheet

		General Ledger Account Number:	051-574-507
Verbal (Only allowed \$5,000 or less)		Date Prepared:	12/20/2018
<b>X</b> Written / Fax / Email (Mandatory over \$5,000 bids attached)		Prepared By:	Susan Jonas
Formal Sealed Bid :	Title of Bid:	Open Date:	
		Close Date:	

Item(s) (Include quality, Brand, Model & Color): **Well #4 Brush, bail, video - add perforations and new casing.**

VENDORS	Payment Terms (Discount)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments	
1	Name:	Coolidge Engine & Pump (34)			\$ 13,300.00	Bid tab for \$13,300 was approved for the brush, bail & video. Change order #1 was approved on 11/9/18 for \$3500.00 and New Change Order #2 brings the Bid over the \$24,999 threshold and an RCA will be presented to Council on 1/87.2019.	
	Address:	4057 Wilshire Avenue		PERFORATION	CO 1		\$ 3,500.00
		Coolidge, AZ 85128		CASING	CO 2		\$ 22,300.00
	Contact:	Jack Moore					
	Phone:	520-723-4556	Fax:				
	Email:	cepllc1001@qwestoffice.net		Date Notified of Decision:			
	Quote #:	REQ # :	53141	PO #:	50864		
	Received:	Expires:					
2	Name:						
	Address:			Tax:			
				Freight:			
	Contact:				\$ -		
	Phone:		Fax:				
	Email:		Date Notified of Decision:				
	Quote #:	REQ # :		PO #:			
	Received:	Expires:					
3	Name:						
	Address:			Tax:			
				Freight:			
	Contact:						
	Phone:		Fax:				
	Email:		Date Notified of Decision:				
	Quote #:	REQ # :		PO #:			
	Received:	Expires:					

Attach additional page(s), if necessary.

**Vendor Selected: COOLIDGE ENGINE & PUMP**

**Justification (if not lowest bid.):** Bid tab for \$13,300 was approved for the brush, bail & video. Change order #1 was approved on 11/9/18 for \$3500.00 and New Change Order #2 brings the Bid over the \$24,999 threshold and an RCA will be presented to Council on 1/87.2019.

Department Head Approval:		Date:	12/20/18
Finance Director Approval:		Date:	12/21/18
Town Manager Approval:		Date:	12/21/18

Exhibits Attached:	Bid Tabulation Form Approved 10/10/18
	Change Order #1
	Change Order #2

If over \$24,999, must go to Town Council for approval.

Attach this approved form to purchase request with written quotes, if applicable.



DATE: DECEMBER 26, 2018.

CIP WU-84 Well #4  
Inspt + Rebuild  
CHANGE ORDER #1  
PO# 50864  
051-574-507

[illegible]

## Susan Jonas

---

**From:** Jack Moore <cepllc1001@qwestoffice.net>  
**Sent:** Wednesday, December 26, 2018 9:38 AM  
**To:** Timm Wainscott  
**Cc:** Susan Jonas  
**Subject:** FW: Quote To Perforate Well #4  
**Attachments:** Quote To Perforate Well #4 12-26-2018.doc

I must apologize, I forgot to include the following/

Jack, your \$22,300 change order has been approved. Please move forward on the scheduling of the casing. You will receive an updated PO for the new amount midweek of next week.

**Christopher A. Salas, P.E.**  
Public Works Director / Town Engineer  
Public Works  
Town of Florence  
425 E. Ruggles Street  
Florence, AZ 85132  
Cell: 520-251-3118  
Office: 520-868-7617  
Email: [christopher.salas@florenceaz.gov](mailto:christopher.salas@florenceaz.gov)  
Admin: [susan.jonas@florenceaz.gov](mailto:susan.jonas@florenceaz.gov)

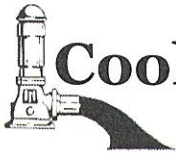
Good Morning,

I received the invoice from Hoover Drilling Co. for the perforation of Well #4 this morning. I need to get a P. O. for this work, so that I can submit the final invoice for this work.

Thank you,

Jack  
Coolidge Engine & Pump, LLC  
(520) 251-1901





# Coolidge Engine & Pump, LLC

## QUOTE

DATE: DECEMBER 11, 2018

CIP WU-84 well 4 insp + rebuild

CHANGE ORDER #2

PO # 50864

051-574-507

ATTN: Chris Salas  
Town of Florence  
P. O. Box 2670  
Florence, AZ 85132

RE: Quote To Reline Well #4 With 12" Casing

QTY	ITEM	DESCRIPTION	LINE TOTAL
15	12" x 20'	Blank Well Casing	11,700.00
5	12" x 20'	Perforated Well Casing	6000.00
1	10" x 20'	Well Casing	<u>550.00</u>
			18,250.00
		OUTSIDE LABOR – Hoover Drilling Company	
		Run Dummy In Well	1,800.00
10	Hours	Install New Liner	<u>2,250.00</u>
			4,050.00
		Parts	18,250.00
		Labor	
		Hoover Drilling Company	4,050.00
		Estimated Freight	
		Fuel Surcharge	
		Total	<u>22,300.00</u>

## Susan Jonas

---

**From:** Brent Billingsley  
**Sent:** Tuesday, December 11, 2018 2:27 PM  
**To:** Christopher Salas  
**Cc:** Joe Jarvis; Lisa Garcia; Susan Jonas  
**Subject:** RE: Well #4 Re-line Quote

Sounds like a plan. We will have to a good job of describing why.

Brent


**From:** Christopher Salas <Christopher.Salas@florenciaz.gov>  
**Sent:** Tuesday, December 11, 2018 2:25 PM  
**To:** Brent Billingsley <Brent.Billingsley@florenciaz.gov>  
**Cc:** Joe Jarvis <Joe.Jarvis@florenciaz.gov>; Lisa Garcia <Lisa.Garcia@florenciaz.gov>; Susan Jonas <Susan.Jonas@florenciaz.gov>  
**Subject:** FW: Well #4 Re-line Quote

Brent, great pricing on the well casing. \$22,300 all in. Can we just process a Change Order? Ratify at a future council meeting?

**Christopher A. Salas, P.E.**  
Public Works Director / Town Engineer  
Public Works  
Town of Florence  
425 E. Ruggles Street  
Florence, AZ 85132  
Cell: 520-251-3118  
Office: 520-868-7617  
Email: [christopher.salas@florenciaz.gov](mailto:christopher.salas@florenciaz.gov)  
Admin: [susan.jonas@florenciaz.gov](mailto:susan.jonas@florenciaz.gov)

**From:** Jack Moore <[cepllc1001@qwestoffice.net](mailto:cepllc1001@qwestoffice.net)>  
**Sent:** Tuesday, December 11, 2018 9:06 AM  
**To:** Christopher Salas <[Christopher.Salas@florenciaz.gov](mailto:Christopher.Salas@florenciaz.gov)>  
**Subject:** Well #4 Re-line Quote

Jack  
Coolidge Engine & Pump, LLC  
(520) 251-1901

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 6b.</b>
<b>MEETING DATE:</b> January 22, 2019  <b>DEPARTMENT:</b> Administration  <b>STAFF PRESENTER:</b> Jennifer Evans, Management Analyst  <b>SUBJECT:</b> Acceptance of FFY2018 Operation Stonegarden (OPSG) Funds from Arizona Department of Homeland Security for an OPSG Vehicle		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Motion to accept funds from Arizona Department of Homeland Security in the amount of \$82,018 to purchase an OPSG Vehicle to conduct Operation Stonegarden border enforcement activities.

**BACKGROUND/DISCUSSION:**

The Florence Police Department was awarded funds as part of a cooperative effort to address constantly changing threats due to border-related crime and violence. The funds will be used to purchase an OPSG 4x4 vehicle with police equipment. The equipment includes a mobile data computer, P25 mobile radio, contraband kit, and vehicle spotlight camera system.

**A VOTE OF NO WOULD MEAN:**

The Town of Florence will not accept \$82,018 in grant funds from Arizona Department of Homeland Security.

**A VOTE OF YES WOULD MEAN:**

The Town of Florence will accept \$82,018 in grant funds from Arizona Department of Homeland Security.

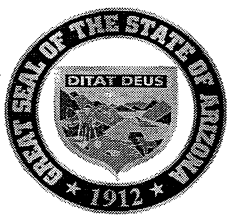


**FINANCIAL IMPACT:**

There is no matching fund requirement for this grant.

**ATTACHMENTS:**

Subrecipient Agreement 18-AZDOHS-OPSG-180429-02



# State of Arizona

## Department of Homeland Security



Governor Douglas A. Ducey

Director Gilbert M. Orrantia

December 27, 2018

Chief Daniel Hughes  
Florence Police Department  
425 N. Pinal Street  
Florence, AZ 85132

Subject: FFY 2018 Operation Stonegarden Grant Program Award  
Subrecipient Agreement Number: **180429-02**  
Project Title: **OPSG Equipment**

Dear Chief Hughes:

The OPSG Budget/Narrative Application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program (OPSG) has been awarded. The project titled "**OPSG Equipment**" has been funded under the Operation Stonegarden Grant Program for **\$82,018**. The grant performance period is **January 1, 2019 through December 31, 2019**. 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). The FFY 2018 federal award date as indicated in the U.S. DHS award package is 9/01/2018 with a total amount of funding of \$25,580,000. The Federal Award Identification Number is EMW-2018-SS-00004-S01.

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS. Go to [www.azdohs.gov](http://www.azdohs.gov), Grant Programs, Operation Stonegarden Grant Program, Grant Award Information, FFY 2018:

1. Two Subrecipient Agreements - Download **two** original OPSG Subrecipient Agreements (**NOTE**: they are specific to the "Overtime/Mileage" and "Equipment" grants):
  - a. Overtime/Mileage Subrecipient Agreement for an Overtime/Mileage grant
  - b. Equipment Subrecipient Agreement for an Equipment grant
2. Financial Forms - Download this Excel document
3. NIMS Compliance Certification - Download this Excel document
4. OPSG Budget Detail (enclosed)
5. Environmental and Historic Preservation (EHP) required documentation (if applicable, see enclosed EHP Designation Letter).

Hard copies of the Subrecipient Agreements, Financial Forms, and the NIMS Compliance Certification 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, 3, 4 and 5 above (if applicable) is not signed and received by AZDOHS on or before April 30, 2019 this award is rescinded and the funds will be reallocated.**

If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. 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 Operation Stonegarden Grant Program award.

Sincerely,

Gilbert M. Orrantia  
Director

Cc: Lt. Terry Tryon

Enclosures: OPSG Budget Detail, EHP Designation Letter

# FY 2018 Operation Stonegarden Grant Program

## Budget Detail - Equipment

Agency: Florence Police Department

Grant#: 180429-02

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. Subrecipient agrees to the funding shown here:

### EQUIPMENT

EQUIPMENT	AEL	QUANTITY	COST/UNIT	TOTAL COST	TOTAL AWARD
4x4 OPSG Vehicle w/police equipment	12VE-00-MISS	1	\$55,566	\$55,566	
Mobile Data Computer (Dedicated OPSG 4x4)	04HW-01-MOBL	1	\$1,142	\$1,142	
P25 Mobile Radio (Dedicated OPSG 4x4 SUV)	06CP-01-MOBL	1	\$6,310	\$6,310	
Contraband Kit	15IN-00-RADR	1	\$15,000	\$15,000	
Vehicle Spotlight FLIR Camera System (Dedicated OPSG 4x4)	03OE-02-TILA	1	\$4,000	\$4,000	
					<b>\$82,018</b>

Project Point of Contact

Print Name

Signature

Date

Strategic Planner or

Assistant Director Planning & Preparedness

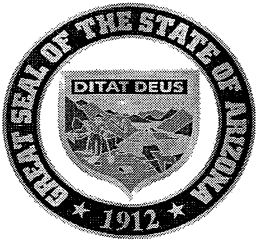
**William D. Seltzer**

Print Name

Signature

Date

This form is to be signed and returned.



Governor Douglas A. Ducey

FFY 2018



Director Gilbert M. Orrantia

## State of Arizona Department of Homeland Security

Dear OPSG Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program has been awarded.

Please be advised, all projects require an Environmental and Historic Preservation review. Your project has been reviewed and it has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham at (602) 542-7041 or [mstidham@azdohs.gov](mailto:mstidham@azdohs.gov) with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subrecipient agreement:

The subrecipient shall comply with Federal EHP regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

**SUBRECIPIENT AGREEMENT  
OPERATION STONEGARDEN GRANT PROGRAM  
EQUIPMENT**

**18-AZDOHS-OPSG-180429-02**

(Enter Subrecipient Agreement number above (e.g., 180XXX-XX))

**Between**

**The Arizona Department of Homeland Security  
And**

Florence Police Dept./Town of Florence

(Enter the name of the Subrecipient Agency above)

**DUNS Number 144375743**

(Enter the DUNS number above)

WHEREAS, A.R.S. section 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

Florence Police Dept./Town of Florence

(Subrecipient) for services under the terms of this Agreement (the "Agreement").

**I. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

**II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS**

This Agreement shall become effective on **January 1, 2019** and shall terminate on **December 31, 2019**. 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 AZDOHS as set forth in writing in Subrecipient's grant application titled: **"OPSG Equipment"** and funded at \$ 82,018 (as may have been modified by the award letter).  
(Enter funded award amount above)

**IV. MANNER OF FINANCING**

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2018-SS-00004-S01 and CFDA #97.067:

- a) Provide up to \$ 82,018 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](http://www.azdohs.gov).

Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

**V. FISCAL RESPONSIBILITY**

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 and award documentation. 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/PROGRAMMATIC MONITORING**

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. section 35-214 and section 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. part 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than \$750,000 from Federal awards in its previous fiscal year. If the Subrecipient has expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.
- b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.
- c) Subrecipients who do not expend more than \$750,000 in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via [audits@azdohs.gov](mailto:audits@azdohs.gov), a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- d) Subrecipient will be monitored periodically by AZDOHS, 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 on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

**VII. APPLICABLE REGULATIONS**

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO), Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance.

The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

#### **Davis Bacon Act**

HSGP Program subrecipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must obtain written approval from AZDOHS prior to use of any HSGP funds for construction or renovation. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website  
<http://www.dol.gov/compliance/laws/comp-dbra.htm>.

#### **Insurance Coverage**

The Subrecipient affirms the organization maintain insurance coverage as described in 2 CFR 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

#### **National Incident Management System (NIMS)**

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

#### **Environmental Planning and Historic Preservation**

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance.

In addition to the above mentioned guidance documents, the following provisions must be adhered to:



### **Consultants/Trainers/Training Providers**

Invoices 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 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. This includes internal personnel hired on backfill/overtime to deliver training. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses 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, meals and incidentals on travel days for consultants/trainers/training providers. See Travel Costs below.

### **Contractors/Subcontractors**

The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 CFR 200 and the applicable NOFO. 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 this Agreement.

### **Travel Costs**

All grant funds expended for travel, lodging, meals and incidentals must be consistent with the subrecipient's policies and procedures, as well as the State of Arizona Accounting Manual (SAAM). These policies must be applied uniformly to both federally financed and other activities of the agency. AZDOHS will reimburse 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: <https://gao.az.gov>.

### **Procurement**

The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions 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 via the Noncompetitive Procurement Request Form. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: [www.azdohs.gov](http://www.azdohs.gov).

### **Training and Exercise**

The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be included and approved in your application and/or approved through the DEMA/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. The Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.
- b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs

(DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

### **Communications Equipment**

All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:

- a) P25 standards;
- b) SAFECOM Guidance;
- c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
- d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC.

### **Nonsupplanting Agreement**

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient 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. 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. section 41-4401—immigration laws and E-Verify requirement.

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. section 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 by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

### **Property Control**

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Property/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. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by

the Subrecipient at the Subrecipient's expense and an updated Property Control Form submitted to AZDOHS.

b) Nonexpendable Property/Equipment and Capital Assets:

- a. Nonexpendable Property/Equipment 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 \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
- b. 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.
- c) 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 quarterly programmatic report. The Property Control Form can be located at [www.azdohs.gov](http://www.azdohs.gov). The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
  - a. 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 and reported to AZDOHS.
  - b. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at [www.azdohs.gov](http://www.azdohs.gov).
- f) Equipment Record Retention
  - a. 2 CFR 200.333 (c): Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

**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 Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The Subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.

- b) The Subrecipient 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 applicable NOFO.

#### **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." All recipients must comply with Executive Orders 12549 and 12689, and 2 CFR 200.213 which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

#### **IX. FUNDS MANAGEMENT**

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from 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) calendar 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 form, which is posted at [www.azdohs.gov](http://www.azdohs.gov). Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed. 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.

- b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application. Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.

c) **Quarterly Programmatic Reports are due:**

**January 15** (for the period from October 1– December 31)

**April 15** (for the period from January 1 – March 31)

**July 15** (for the period from April 1 – June 30)



**October 15** (for the period from July 1 – September 30)

d) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

e) Property Control Form – if applicable:

The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

a. In case of equipment disposition:

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 must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

f) Financial Reimbursements

**The Subrecipient shall provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly.** Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be received by AZDOHS no more than **forty-five (45) calendar days** after the end of the period of performance. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar days** after the end of the period of performance will not be paid. The final reimbursement request as submitted shall be marked as final.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests 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 and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, 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. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

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 paragraph. 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 A - Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 CFR section 200.313.

### **Article B – Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

### **Article C - Procurement of Recovered Materials**

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

### **Article D - Whistleblower Protection Act**

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. section 4304 and 4310.

### **Article E - Use of DHS Seal, Logo and Flags**

Subrecipient hereby acknowledges that it 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 F - USA Patriot Act of 2001**

Subrecipient hereby acknowledges and agrees that it 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. section 175–175c.

**Article G – Universal Identifier and System of Award Management (SAM)**

Subrecipient hereby acknowledges and agrees that it must comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

**Article H - Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 C.F.R. Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

**Article I - Rehabilitation Act of 1973**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

**Article J - Trafficking Victims Protection Act of 2000**

Subrecipient hereby acknowledges and agrees that it must 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. section 7104). The award term is located at 2 C.F.R. Part 175, the full text of which is incorporated here by reference.

**Article K - Terrorist Financing**

The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with the Order and laws.

**Article L - SAFECOM**

The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**Article M - Reporting Subawards and Executive Compensation**

All Subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 CFR Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

**Article N – Department and Suspension**

The Subrecipient hereby acknowledges and agrees that it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict Federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

**Article O - Copyright**

The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

**Article P - Civil Rights Act of 1964 - Title VI**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.), codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

The Subrecipient hereby acknowledges and agrees that if they collect PII they are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

**Article R - Americans with Disabilities Act of 1990**

The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. sections 12101–12213).

**Article S - Age Discrimination Act of 1975**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

**Article T - Activities Conducted Abroad**

The Subrecipient hereby acknowledges and agrees that it 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 U - Acknowledgement of Federal Funding from DHS**

The Subrecipient hereby acknowledges and agrees that it must acknowledge its 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 V - DHS Specific Acknowledgements and Assurances**

Subrecipient hereby acknowledges and agrees—and agrees to require any 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. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS.

2. Subrecipient hereby agrees to 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. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to 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 Subrecipient 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 Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email at [crcl@hq.dhs.gov](mailto:crcl@hq.dhs.gov) or by mail at U.S. Department of Homeland Security Office of Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination by Subrecipient (or any of its contractors or subcontractors involved in providing goods or services under this Agreement) 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, Subrecipient must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by email or mail at the addresses listed above.

Subrecipient hereby acknowledges and agrees that the United States has the right to seek judicial enforcement of these obligations.

#### **Article W - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements**

The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable. Certain assurances in this document may not be applicable to this Agreement, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations, Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

#### **Article X - Patents and Intellectual Property Rights**

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 CFR Part 401 and the standard patent rights clause in 37 CFR section 401.14.



**Article Y – Notice of Funding Opportunity Requirements**

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. The Subrecipient hereby acknowledges and agrees that it must comply with any such requirements set forth in the program NOFO.

**Article Z – Non-supplanting Requirement**

The Subrecipient receiving Federal financial assistance awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

**Article AA – Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All Subrecipients must comply with the equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

**Article AB – National Environmental Policy Act**

All Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. 1500-1508) for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

**Article AC - Lobbying Prohibitions**

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. section 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

**Article AD - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

**Article AE - 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. section 2225(a), the Subrecipient hereby acknowledges and agrees that it 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. section 2225.

**Article AF - Fly America Act of 1974**

The Subrecipient hereby acknowledges and agrees that it must comply with the following 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. section 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. section 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 AG - Federal Leadership on Reducing Text Messaging while Driving**

All Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

**Article AH - Federal Debt Status**

The Subrecipient hereby acknowledges and agrees that it is 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.

**Article AI - False Claims Act and Program Fraud Civil Remedies**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 38 U.S.C. sections 3801-3812 which details the administrative remedies for false claims and statements made.

**Article AJ - Energy Policy and Conservation Act**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Chapter 77) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**Article AK - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

**Article AL - Duplication of Benefits**

Any cost allocable to a particular Federal award, provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

**Article AM - Drug-Free Workplace Regulations**

The Subrecipient hereby acknowledges and agrees that it must comply drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 30001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

#### **Article AN - Civil Rights Act of 1968**

The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR section 100.201).

#### **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 the Subrecipient's contractors and 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. section 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 hereby assigns to 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 under A.R.S. section 35-154. 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) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. section 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

**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 constitutes 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 XII, AMENDMENTS. 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. 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.

**XXVI. 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.

**XXVII. 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.

**XXVIII. 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 the 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 subrecipients 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.

**XXIX. 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.

**XXX. INDEMNIFICATION**

Each party (as "Indemnitor") agrees to defend, indemnify, 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. The State of Arizona, (AZDOHS) is self-insured per A.R.S. 41-621.



In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

*Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.*

**XXXI. TERMINATION**

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS 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 Agreement 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.

**XXXII. 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.

**XXXIII. 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.

**XXXIV. 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.

**XXXV. 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.

**XXXVI. 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 the DHS and the AZDOHS reserve 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 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.
- d) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

**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 Street, Suite 210  
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at [www.azdohs.gov](http://www.azdohs.gov).

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

Lieutenant Terry Tryon

Enter Title, First & Last Name Above  
Florence Police Dept./Town of Florence

425 N. Pinal St.

Enter Street Address Above  
Florence Arizona, 85132

Enter City, State, ZIP Above

**XXXVIII. IN WITNESS WHEREOF**

The parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF THE**

Florence Police Dept./Town of Florence

\_\_\_\_\_  
Authorized Signature Above

Brent Billingsley, Town Manager

\_\_\_\_\_  
Print Name & Title Above

\_\_\_\_\_  
Enter Date Above

**FOR AND BEHALF OF THE**


Arizona Department of Homeland Security

\_\_\_\_\_  
Gilbert M. Orrantia

Director

\_\_\_\_\_  
Date

*(Complete and mail two original documents to the Arizona Department of Homeland Security.)*

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> 6c.
<b>MEETING DATE:</b> January 22, 2019  <b>DEPARTMENT:</b> Police Department  <b>STAFF PRESENTER:</b> Daniel Hughes, Police Chief  <b>SUBJECT:</b> Purchase of five public safety portable radios		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input checked="" type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Motion to approve the purchase of five public safety portable radios, from Motorola Solutions, in an amount not to exceed \$36,784.88.

**BACKGROUND/DISCUSSION:**

The Florence Police Department was awarded \$36,798 in grant funds for the Florence Public Safety Interoperable Communications Project. The grant funds will be used to purchase five P25 compliant dual band 800 MHz portable radios for the department. The Town of Florence requested \$175,681 to purchase 21 portable radios and associated equipment to replace the existing radios that are being phased out. The Arizona Department of Homeland Security was able to award only partial funding for the project due to the number of applications submitted and the amount of funding allocated to the program. The Town of Florence will use State Contract ADSP013-036880 to purchase the radios from Motorola Solutions.

**A VOTE OF NO WOULD MEAN:**

The Town of Florence will not purchase five public safety portable radios and will not use the Arizona Department of Homeland Security grant funds.

**A VOTE OF YES WOULD MEAN:**

The Town of Florence will purchase five public safety portable radios and use grant funds from Arizona Department of Homeland Security.

**FINANCIAL IMPACT:**

The Town of Florence will purchase the radios for \$36,784.88 and submit a reimbursement request to Arizona Department of Homeland Security. There is no matching fund requirement for this grant. There is \$61,360 allocated in the FY2018-2019 Capital Improvement Plan budget for public safety radios.

**ATTACHMENTS:**

Bid Tabulation Sheet  
Motorola Solutions Quote 175451





## Town of Florence Bid Tabulation Sheet

		General Ledger Account Number:	
Email Confirmation (\$5,000 or less)		Date Prepared: 01/04/19	
Written / Fax / Email (Mandatory over \$5,000 bids attached)		Prepared By: P. Riccomini	
Sealed Bid Title:	Formal Sealed Bid: <input type="checkbox"/>	Written Bid: <input checked="" type="checkbox"/>	Open Date:
			Close Date:

Item(s) (Include Quantity, Model & Color):

This is a bid for 5 Motorola portable radios, chargers microphones and programming. Public safety radios can only be purchased directly from Motorola Solutions.



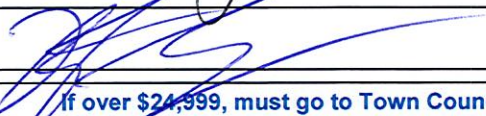
VENDOR NAME			CONTACT INFO:		Payment Terms (Discount)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments
1	Name:	Motorola Solutions	Contact:	Mike Clovin	1,750.00 trade in, 1,000.00 incentive.			33,871.75	\$ 36,784.88	Please see attached quote for price breakdown.
	Address:	2900 S. Diablo Way, Suit 150; Tempe, AZ 85282	Phone:	520-6315394			Tax:	2,913.13		
	Quote #:	175451	Fax:				Freight:	0.00		
	Received	09/27/18	Email:	mike.clovin@motorolasolutions.com			REQ # :			
2	Name:		Contact:						\$ 0.00	
	Address:		Phone:				Tax:			
	Quote #:		Fax:				Freight:			
	Received		Email:				REQ # :			
3	Name:		Contact:						\$ 0.00	
	Address:		Phone:				Tax:			
	Quote #:		Fax:				Freight:			
	Received		Email:				REQ # :			

Attach additional page(s), if necessary.

Vendor Selected:

STATE CONTRACT ADSPD13-036880

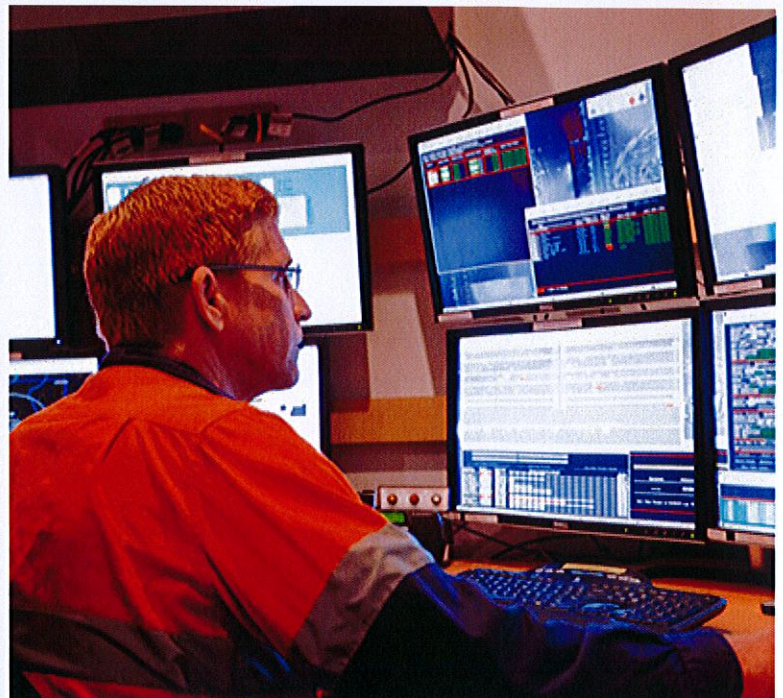
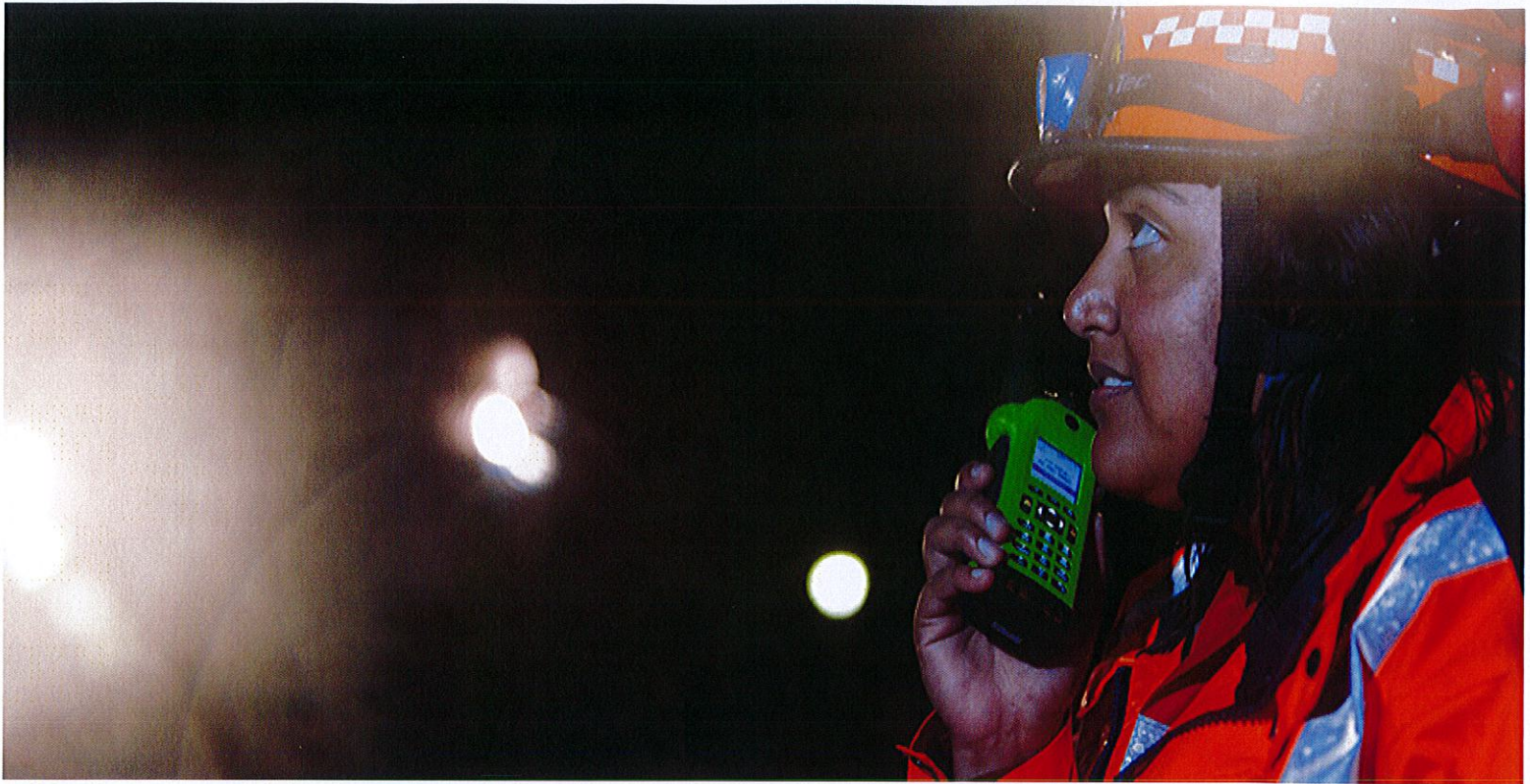
Justification (if not lowest bid.):

Department Head Approval:		Date:	01/08/19
Finance Director Approval:		Date:	1/9/19
Town Manager Approval:		Date:	1/9/19

If over \$24,999, must go to Town Council for approval.

Attach this approved form to purchase request with written quotes, if applicable.





FLORENCE, TOWN OF

09/27/2018



09/27/2018

FLORENCE, TOWN OF  
775 N MAIN ST  
Florence, AZ 85232

Dear Phillip Riccomini,

Motorola Solutions, Inc. is pleased to present FLORENCE, TOWN OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide FLORENCE, TOWN OF with the best products and services available in the communications industry. Please direct any questions to Michael Colvin at [Mike.Colvin@motorolasolutions.com](mailto:Mike.Colvin@motorolasolutions.com).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Michael Colvin

Motorola Solutions, Inc.

Billing Address:  
FLORENCE, TOWN OF  
775 N MAIN ST  
Florence, AZ 85232  
US

Quote Date:09/27/2018  
Expiration Date:12/31/2018  
Quote Created By:  
Michael Colvin  
Mike.Colvin@  
motorolasolutions.com

Customer:  
FLORENCE, TOWN OF  
Phillip Riccomini  
phillip.riccomini@florenceaz.gov  
520-868-7663

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000				
1	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	5	\$9,373.00	\$6,871.99	\$34,359.95
1a	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)	5			
1b	QA05509AA	DEL: DELETE UHF BAND	5			
1c	H38BS	ADD: SMARTZONE OPERATION	5			
1d	Q361AN	ADD: P25 9600 BAUD TRUNKING	5			
1e	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	5			
1f	QA00580AA	ADD: TDMA OPERATION	5			
1g	Q629AH	ENH: AES ENCRYPTION	5			
1h	Q498AU	ENH: ASTRO 25 OTAR W/ MULTIKEY	5			
1i	Q58AL	ADD: 3Y ESSENTIAL SERVICE	5			
2	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	5	\$150.00	\$109.50	\$547.50



Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products.

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
3	LSV00Q00202A	DEVICE PROGRAMING	5	\$73.85	\$73.85	\$369.25
4	NMN6274A	IMPRES XP RSM FOR APX W/ DUAL MIC NOISE SUPPRESSION, 3.5MM THRD JACK	5	\$368.50	\$269.01	\$1,345.05
5	Trade-In	Expiration Date: 12/31/2018	1	-\$1,750.00	-\$1,750.00	-\$1,750.00
6	Incentive	Expiration Date: 12/31/2018	1	-\$1,000.00	-\$1,000.00	-\$1,000.00

Subtotal \$33,871.75

Estimated Tax \$2,913.13

**Grand Total \$36,784.88**



Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products.





## Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead  
**(PO will not be processed without this)**

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (if the Ship-to is the MR location, then the Ultimate Destination Address must be documented on the PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone #

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)



# Two-Way Radio Contract

Solicitation No.: ADSP013-036880

PAGE  
1  
OF  
41

Description: Two-Way Radios

State of Arizona  
State Procurement Office  
100 N.15th Ave., Suite 201  
Phoenix, AZ 85007

## INTRODUCTION

The State of Arizona comprised of 107 Agencies, Boards, Commissions (the State); including members of the State of Arizona Purchasing Cooperative, have an ongoing requirement for Land Mobile Radio (LMR) two-way radios subscriber equipment, peripherals, accessories, and repairs, and base station infrastructure components; including but not limited to conventional, digital, and trunked radio equipment, component parts; and repair parts and factory service.

The solicitation shall describe the State's requirements and minimum technical specifications for the equipment the State wishes to purchase under the resultant contract(s). The following types of equipment are required by the State:

- **Analog & Digital Vehicular Mounted Mobile Radio Equipment:** Various types of vehicular-mounted mobile radio equipment for VHF, UHF, and 700/800 MHz trunked and conventional, analog and digital radio equipment.
- **Mobile Data Radio Vehicular Mounted Equipment:** UHF or 700/800 MHz mobile digital data link radios
- **Desk-top Analog & Digital Base Station Radio Equipment:** High-quality VHF, UHF, and 700 MHz, 806-869 MHz, conventional, and 700/800 MHz trunked, multi-channel base/control stations using phase/frequency or digital modulation.
- **Analog & Digital Personal/Portable Radio Equipment:** Various types VHF, UHF, and 700/800 MHz, conventional and trunked personal/portable radio transceivers.
- **Analog & Digital Motorcycle Rear-mount Radios:** A 160 channel, two-piece, VHF High-band (150-170 MHz), 450-470 MHz UHF, and 806-869 MHz, all solid-state motorcycle radio for use in Arizona's radio communications systems.
- **Low power Vehicular Repeater:** VHF, UHF, and 700/800 MHz in-vehicle mounted repeater, for attachment to the vehicle's mobile radio and extending the range of the user's portable radio.
- **Multi Band Radios:** Mobile and portables capable of operating on more than one public safety band.
- **Base/Mobile Relay Station Fixed Radio Equipment:** VHF High-band (150-174 MHz), UHF 450-470 MHz, 700 MHz (746-806 MHz), and 800 MHz (806-824/851-869 MHz) continuous duty, mobile relay/base station equipment using phase, frequency, or digital modulation.
- **Fixed Link Base Radios:** VHF, UHF, and 700/800 fixed radios for site to site linking.
- **Communications Service Monitors:** Communications Service Monitors for use in the maintenance of Arizona's radio communications systems.

The following are definitions of terminology as they apply to the State's requirements as stated in this solicitation:

- **VHF (High-band):** means 150-174 MHz, additional coverage desirable but not required
- **UHF:** means 450-470 MHz, additional coverage desirable but not required.
- **700/800:** means radios capable of operation across the complete 700 and 800 MHz public safety band (769-869)
- **800:** means radios capable of operating on FCC designated Public Safety LMR channels above 806 MHz
- **Narrowband:** radios meeting FCC 12.5 KHz channel widths and meeting the mask requirements of FCC Part 90.210d..
- **TDMA:** Time Division Multiple Access as applies to P25 Phase II, or Open Sky.
- **P25:** Project 25 per TIA standards AA102 etal
- **High Tier Subscriber Equipment:** means radios designed for Public Safety applications with the highest transmitter and receiver performance specifications: Frequency Stability, Hum and Noise, Spurious Emissions, High Power; Receive Adjacent Channel Selectivity, Spurious and Intermodulation Rejection. Available features like: P25 conventional and trunking operations FDMA – TDMA, high channel / talk group count (1000+), AES / DES encryption, MultiKey, OTAR, OTAP, multiple display options, including multi-line alpha-numeric, keypad; Meets Mil Spec 810 C/D/E/F.



## Contract Amendment

CONTRACT NO.: ADSPO13-036880

PAGE  
1

AMENDMENT NO.: 21

OF  
1

AZ DEPT. OF ADMINISTRATION  
STATE PROCUREMENT OFFICE  
100 N. 15<sup>TH</sup> AVE., STE. 402  
Phoenix, AZ 85007

**CONTRACTOR:**  
MOTOROLA SOLUTIONS, INC  
2900 S. Diablo Way Suite 150  
Tempe, AZ 85282  
US

**CONTACT:** Walter Whately  
**PHONE:** (520)457-8604  
**EMAIL:** [walter.whately@motorolasolutions.com](mailto:walter.whately@motorolasolutions.com)

**STATE AGENCY:**  
AZ Department of Administration (ADOA)  
State Procurement Office

100 N. 15<sup>th</sup> Ave., Ste.402  
Phoenix, AZ 85007

**CONTACT:** Jim Atkins  
**PHONE:** (602) 542-8990  
**EMAIL:** [james.atkins@azdoa.gov](mailto:james.atkins@azdoa.gov)

### Two-Way Radio MOTOROLA SOLUTIONS, INC

1. In accordance with, Special Terms and Conditions, Paragraph 2.6, Amendments, the contract is hereby extended from September 1<sup>st</sup>, 2018 through January 31<sup>st</sup>, 2019 or until solicitation ADSPO-1900007991 is awarded.

**All other terms, conditions and provisions remain unchanged**

Two Way Radio Contract 11/28/2016 Expiration

Line Items	Current Rates	Unit of Measurement	New Rates
Group # 1 Analog & Digital Vehicular Mounted Mobile Radio Equipment- Catalog Pricing	21.5%	Percentage discount off	27.0%
Group # 1 - Analog & Digital Vehicular Mounted Mobile Radio Equipment (Accessories and Options)	21.5%	Percentage discount off	27.0%
Group # 1 - Analog & Digital Vehicular Mounted Mobile Radio Equipment (Repair Parts)	21.5%	Percentage discount off	27.0%
Group # 1 - Analog & Digital Vehicular Mounted Mobile Radio Equipment (Extended Maintenance & Support )	\$ 105.67	Yearly Rate	PER YR \$ 52.66. Option Package sold as 3 Year Service from the Start Lite for \$158.00
Group # 1 - Analog & Digital Vehicular Mounted Mobile Radio Equipment (Labor for Repair)	\$ 66.88	Hourly Rate	\$465.00 Depot Repair Flat Rate Plus Parts
Group # 1 - Analog & Digital Vehicular Mounted Mobile Radio Equipment (User License per site)	\$ 208.03	Each	No change.
Group # 3 Desk-Top Analog & Digital Base Station Radio Equipment- Repair Parts	21.5%	Percentage discount off	27.0%
Group # 3 Desk-Top Analog & Digital Base Station Radio Equipment- Extended Maintenance and Support	\$ 105.67	Yearly Rate	PER YR \$ 52.66. Option Package sold as 3 Year Service from the Start Lite for \$158.00
Group # 3 Desk-Top Analog & Digital Base Station Radio Equipment -Labor For Repair	\$ 66.88	Hourly Rate	\$465.00 Depot Repair Flat Rate Plus Parts
Group # 3 Desk-Top Analog & Digital Base Station Radio Equipment- User License Per Site	\$ 208.03	Each	No change.
Group # 3 Desk-Top Analog & Digital Base Station Radio Equipment- User License Per Site	\$ 209.03	Each	No change.
Group # 4 Analog & Digital Personal/Portable Radio Equipment- Catalog Pricing	25%	Percentage discount off	27.0%
Group # 4 Analog & Digital Personal/Portable Radio Equipment - (Accessories & Options)	25%	Percentage discount off	27.0%
Group # 4 Analog & Digital Personal/Portable Radio Equipment - (Repair Parts)	25%	Percentage discount off	27.0%
Group # 4 Analog & Digital Personal/Portable Radio Equipment - (Extended Maintenance & Support )	\$ 91.67	Yearly Rate	PER YR \$ 95.20. Option Package sold as 3 Year Service from the Start Lite for \$285.60
Group # 4 Analog & Digital Personal/Portable Radio Equipment - Labor For Repair	\$ 56.50	Hourly Rate	\$465.00 Depot Repair Flat Rate Plus Parts
Group # 4 Analog & Digital Personal/Portable Radio Equipment - User License Per Site	\$ 208.03	Yearly Rate	No change.
Group # 5 Analog & Digital Motorcycle Rear - Mount Radio- Catalog Pricing	25%	Percentage discount off	27.0%
Group # 5 Analog & Digital Motorcycle Rear - Mount Radio- accessories and options	25%	Percentage discount off	27.0%
Group # 5 Analog & Digital Motorcycle Rear - Mount Radio - repair parts	25%	Percentage discount off	27.0%
Group # 5 Analog & Digital Motorcycle Rear - Mount Radio - (Extended Maintenance & Support	\$ 105.67	Yearly Rate	PER YR \$ 52.66. Option Package sold as 3 Year Service from the Start Lite for \$158.00
Group # 5 Analog & Digital Motorcycle Rear - Mount Radio -(Labor for Repair)	\$ 66.88	Hourly Rate	\$465.00 Depot Repair Flat Rate Plus Parts
Group # 5 Analog & Digital Motorcycle Rear - Mount Radio -(User License per site)	\$ 208.03	Each	\$ 208.03
Group # 6 Analog & Digital Base/Mobile Relay Station Fixed Radio Equipment- Catalog Pricing	15%	Percentage discount off	18.0%
Group # 6 Analog & Digital Base/Mobile Relay Station Fixed Radio Equipment - (Accessories & Options)	15%	Percentage discount off	18.0%
Group # 6 Analog & Digital Base/Mobile Relay Station Fixed Radio Equipment - (Repair Parts)	15%	Percentage discount off	18.0%
Group # 6 Analog & Digital Base/Mobile Relay Station Fixed Radio Equipment - (Labor for Repair	\$ 140.00	Hourly Rate	\$805.00 Depot Repair Flat Rate Plus Parts
Group # 6 Analog & Digital Base/Mobile Relay Station Fixed Radio Equipment - (User License per site) B	\$ 269.00	Each	5%
Group # 7 Communication Service Monitors - Catalog Pricing	5%	Percentage discount off	5%
Group # 7 Communication Service Monitors - (Accessories & Options)	5%	Percentage discount off	5%
Group # 7 Communication Service Monitors - (Repair Parts)	5%	Percentage discount off	5%
Group # 7 Communication Service Monitors - (Extended Maintenance & Support )	\$ 918.33	Yearly Rate	5%
Group # 9 Low Power Vehicular Repeater- Catalog Pricing	10%	Percentage discount off	25.0%
Group # 9 Low Power Vehicular Repeater - (Accessories & Options)	10%	Percentage discount off	25.0%
Group # 9 Low Power Vehicular Repeater - (Repair Parts)	10%	Percentage discount off	25.0%
Group # 9 Low Power Vehicular Repeater- Extended Maintenance	\$ 83.63	Yearly Rate	PER YR \$ 83.66. Option Package sold as 3 Year Service from the Start Lite for \$251.00

Group # 9 Low Power Vehicular Repeater - (User License per site)	\$	354.60	Each	\$465.00 Depot Repair Flat Rate Plus Parts
Group # 10 Multi Band Radios- Catalog Pricing		25%	Percentage discount off	27.0%
Group # 10 Multi Band Radios - (Accessories & Options)		25%	Percentage discount off	27.0%
Group # 10 Multi Band Radios - - (Repair Parts)		25%	Percentage discount off	27.0%
Group # 10 Multi Band Radios - (Extended Maintenance & Support )	\$	82.95	Yearly Rate	PER YR \$ 52.66. Option Package sold as 3 Year Service from the Start Lite for \$158.00
Group # 10 Multi Band Radios - (Labor for Repair)	\$	66.88	Hourly Rate	\$465.00 Depot Repair Flat Rate Plus Parts
Group # 10 Multi Band Radios - (User License per site)	\$	208.03	Each	No change.

## Subscriber Volume Discounts

The APX Subscriber Quantity Discount table below applies to volume purchases made in a single contractual order. The minimum volume quantity can be satisfied with any combination of portable, mobile, and control stations radios purchased in a single-lot order.


	1-499	500-1999	2000-4999
APX 8000, 7000, 6000, 4000, 3000 , 1000 Portable XE, Li	27%	30%	35%
APX 8500, 7500, 6500, 4500, 1500 Mobile XE, Li	27%	30%	35%

Services for programming and preparation of subscribers will be priced according to the scope of services at the time of order.

Accessories for the subscriber radios will be subject to their respective APC discounts.

The APX Subscriber Quantity Discount does not apply to any Radio Service Options or Plans.



	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> 6d.
<b>MEETING DATE:</b> January 22, 2019  <b>DEPARTMENT:</b> Legal  <b>STAFF PRESENTER:</b> Clifford L. Mattice, Town Attorney  <b>SUBJECT:</b> Approval and Ratification of the Engagement and Representation Agreement and Standard Terms of Engagement for legal services with Dickinson Wright, P.L.L.C. and Albert H. Acken-Revised for Lawyer's Change of Firms.		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input checked="" type="checkbox"/> None		

### **RECOMMENDED MOTION/ACTION:**

Motion to approve and ratify the Engagement and Representation Agreement dated January 3, 2019, and Standard Terms of Engagement with Dickinson Wright, P.L.L.C., and Albert H. Acken, for legal representation of the Town of Florence, in regulatory matters in connection with the Arizona Corporation Commission proceedings concerning Johnson Utilities, and Southwest Environmental Utilities, (the "ACC regulatory proceedings").

Staff recommends approving and ratifying the revised Engagement and Representation Agreement, letter dated January 3, 2019, and Standard Terms of Engagement with Dickinson Wright, P.L.L.C. and Albert H. Acken.

### **BACKGROUND/DISCUSSION:**

In 2018, the Town Council authorized intervention in the matter of the Arizona Corporation Commission's investigation into billing practices and water quality issues of Johnson Utilities, LLC, (Docket No. WS-02987A-18-0050) and in the matter of water outages (Docket No. WS-02987a-18-0151). Administrative Law Judge Harping issued a Recommended Order and Opinion that concluded that the evidence presented in the Arizona Corporation Commission hearings supported a decision to appoint an interim manager at Johnson Utilities.

On July 20, 2018, the Town Council adopted Resolution No. 1673-18, authorizing the Town of Florence, to partner with the Town of Queen Creek, to seek appointment through the Arizona Corporation Commission (ACC), to be installed as Interim Manager

for Johnson Utilities, L.L.C., with the Town of Queen Creek, acting in the lead role in the Phoenix Active Management Area. The Town desired to protect the health, safety and welfare of its citizens and other residents in the southeast valley region. The ACC regulatory matters are ongoing.

Mr. Acken recently changed employment from the law firm of Ryley, Carlock & Applewhite, to Dickinson Wright, and it is necessary for the Town to either retain the former law firm or enter a new engagement agreement with Mr. Acken, and his new law firm. This action approves and ratifies the Town's engagement of Dickinson Wright, P.L.L.C., for legal representation of the Town, in the ACC regulatory matters, including administrative appeals and potential litigation.

**A VOTE OF YES WOULD MEAN:**

The Town retains Albert H. Acken (and Dickinson Wright, P.L.L.C.) as its lawyer for the ACC regulatory proceedings.

**A VOTE OF NO WOULD MEAN:**

The Town does not retain Albert H. Acken (and Dickinson Wright, P.L.L.C.) as its lawyer for the ACC regulatory proceedings.

**FINANCIAL IMPACT:**

The expenses for legal fees and related services, including retention of experts and consultants, are budgeted annually based upon the projected activities for the proceedings during the fiscal year. The Town Council previously approved expenditures for this representation up to \$200,000 for the current fiscal year.

**ATTACHMENTS:**

Engagement and Representation Agreement and Dickinson Wright P.L.L.C. Standard Terms of Engagement dated January 3, 2019.

January 3, 2019

**Confidential and Privileged Information**

**Via E-Mail**

(Clifford.Mattice@florenceaz.gov)

Clifford Mattice, Esq.  
Town Attorney  
Town of Florence  
P. O. Box 2670  
Florence, AZ 85132

**Re: Engagement and Representation**

Mr. Mattice:

**Scope of Engagement.** We are pleased that you have selected us to represent the Town of Florence ("the Town") in connection with the Arizona Corporation Commission proceedings concerning Johnson Utilities and Southwest Environmental Utilities. We will do our best to ensure that the Town is provided with timely legal advice in connection with this matter. This letter will confirm the terms of our agreement to represent the Town in this matter. Our representation in this matter is effective as of the date you provide the Firm with a signed copy of this engagement letter (retroactive to the date that any actual services may have been provided) representing your agreement to the terms of the engagement as set forth in this letter.

**Client Liaison and Firm Liaison.** We understand that you, Brent Billingsley and Ben Bitter will be our primary contacts at the Town in furtherance of this engagement, and I will be the Firm attorney responsible for this engagement. I will make staffing decisions, with the objective of rendering services to the Town on an efficient and cost-effective basis.

**Staffing and Hourly Rates.** Our time and expenses will be charged, as described in this letter, at the normal and customary hourly rates applicable to each attorney or paralegal assigned to work on this matter as established by our Firm from time to time. The current hourly rates for the Members of the Firm ("Partners" herein) and other attorneys who, at this time, have been identified as likely to work on this engagement are as follows:

Albert H. Acken                      \$350.00

We may also assign other attorneys within the Firm to work on certain aspects of this matter as needed, and the range of hourly rates for other attorneys and paralegals are as follows:

---

ARIZONA	CALIFORNIA	FLORIDA	KENTUCKY	MICHIGAN
NEVADA	OHIO	TENNESSEE	TEXAS	TORONTO
				WASHINGTON DC

Town of Florence  
January 3, 2019  
Page 2

Associates	\$230.00 - \$280.00
Paralegals	\$170.00 - \$195.00

We periodically review our hourly rates and make adjustments as necessary; therefore, from time to time in the future, the hourly rates of attorneys and paralegals engaged in representing the Town may be increased. If such rates are increased, you will be advised in writing in advance.

**Multi-Jurisdictional Notice.** The Firm has attorneys in states other than Arizona and not licensed in Arizona. All attorneys present in the Phoenix office are licensed to practice law in Arizona.

**No Advance Deposit.** No Advance Deposit is being required at this time because of our longstanding client relationship.

The Firm reserves the right to require additional advance deposits during the course of the representation. In the Firm's discretion, the Advance Deposit will either: (a) be held by us in a trust account, without interest accruing on such amounts, until our representation of the Town is concluded or (b) applied to any billings of the Firm for fees and costs. If any monthly billing statement is not paid before coming past due, the Firm will have the right, in its discretion, to apply all or a portion of the Advance Deposit to the outstanding balance due the Firm. Should that become necessary, the Town shall still be responsible for any remaining balance, and the Firm will have the right to withdraw from further representation if the outstanding balance remains unpaid. If the Firm applies all or any portion of the Advance Deposit to pay an outstanding balance, the Firm reserves the right to notify the Town that we have done so, whereupon the Firm may, in its discretion, require the Town to promptly replenish the Advance Deposit so that at all times there is no less than the Advance Deposit amount set forth above on deposit with the Firm. If the Advance Deposit is not replenished within fifteen (15) days after the Firm has requested that the Town do so, the Firm reserves the right, in its discretion, to terminate the representation and engagement.

If the Town fails to comply with the foregoing, the Firm is authorized, in its sole discretion, to withdraw from further representation of the Town. The Town also has the right, at any time, to terminate the Firm and to substitute counsel for the Firm. If you substitute counsel or terminate the Firm's services, the total outstanding amount due the Firm, plus any additional charges for legal services, fees, and costs accrued to the date of such substitution or termination, after application of any balance of the Advance Deposit, will become immediately due and payable to the Firm.

**No Guarantee of Result or Fees and Costs.** It is impossible for the Firm to predict the total amount of attorneys' and other professional fees and costs that will be incurred in regard to our representation of the Town in this matter. No guaranties have been made, nor can they be made, to the Town with respect to the total attorneys' and other professional fees and the costs relating thereto. Any estimate of fees and costs that we may have discussed represents only an estimate of such fees and costs. It is also expressly understood that your obligation for payment of the Firm's fees and costs is not in any way contingent on the ultimate outcome of this matter.

Town of Florence  
January 3, 2019  
Page 3

We are committed to providing you with the best possible representation. However, this matter necessarily involves many risks beyond our control. During the course of our representation, we may express opinions or beliefs concerning this matter or various courses of action and the results that might be anticipated. Any such statement made by anyone in the Firm is intended to be an expression of opinion only, based on information available to us at the time and should not be construed by the Town as a promise or guaranty of the outcome. We cannot and do not guarantee that the outcome of this matter will be acceptable to the Town or that any particular result will be achieved.

**Awards of Fees and Costs.** There may be a statutory or contractual basis for the award of attorneys' fees and costs in this matter. In our experience, however, the court rarely orders one party to pay all of attorneys' and other professional fees and costs incurred by the other party, and the court may order each party to pay all of his/her own attorneys' and other professional fees and costs. The court's determination of the attorneys' and other professional fees and costs that the Town may recover from, or be obligated to pay, the opposing party shall not constitute a determination concerning the reasonableness of the fees and costs charged by the Firm or payable by the Town. If the court orders the opposing party to pay the Town's fees, costs, or other charges, the Town is still responsible for the payment of all fees, costs, and other charges, whether or not the other party actually pays the court-ordered fees and costs. If payments are actually received by the Firm from an adversary party as payment toward our fees and costs, those amounts will be credited to the Town's account or refunded to the extent we have previously received payments from the Town.

Finally, the Town should realize that, just as the Town might obtain attorneys' fees and costs from the opponent if the Town prevails, in the event that the Town does not prevail in this matter, the opponent may have the same right to recover its attorneys' fees and costs from the Town. Payment of any such award of fees or costs is exclusively the Town's responsibility. For this reason, it is essential that the Town always consider the reasonableness of the Town's position before we are directed to proceed with a claim or defense or to reject an offer of settlement.

**Settlement.** The Firm will not enter into a settlement without the Town's consent.

**Client's Responsibilities.** Recognizing the Firm cannot effectively represent the Town without the Town's cooperation, assistance, and truthfulness, Town agrees to cooperate fully with the Firm, to always be truthful with the Firm, and to provide promptly all information, known or available, relevant to the Firm's representation, including providing information and documents requested in a timely fashion; cooperating in scheduling and related matters; responding to telephone calls, e-mails, and correspondence in a timely manner; and informing the Firm of changes in the Town's address and telephone numbers.

As a matter of course, we will forward to you photocopies of key correspondence and pleadings generated or received by us regarding this matter. This is an inexpensive way to keep the Town advised of important developments as this matter progresses. You should contact us should you have any questions or comments about the documents you receive.

Town of Florence  
January 3, 2019  
Page 4

**Retention of Electronic Data.** Certain recent case authorities have recognized a party's obligation to retain and produce all relevant documentation during the course of litigation. Courts have also made it clear that this obligation applies to all forms of electronic data that might be related to litigation or anticipated litigation. Loss or destruction of electronic data -- even if it is inadvertent -- may result in court sanctions and, in extreme cases, a dismissal of a claim or the striking of a defense. In this respect, it is essential that you preserve all documentation and electronic data having even the most remote connection with this dispute. In simple terms, that means you cannot discard or destroy any potentially relevant documents or delete any e-mails or other data involving or relating to this Matter; or discard any hard drives, laptops, smart phones, cell phones or other computers or devices which may contain information having anything to do with this Matter, whether corporate or personal. Among other things, any regular or periodic document destruction (whether manually or automatically initiated) should be suspended as it pertains to, and for the duration of, this Matter. Please make sure that the necessary personnel are advised of the requirements of this paragraph. Should you have any questions with respect to your responsibilities regarding preservation of documents and electronic data, please contact us to discuss those issues.

**Right to Withdraw from Representation.** The Firm reserves the right to withdraw from this representation in the event that invoices are not paid on a timely basis or you have failed otherwise to fulfill your obligations to us.

**Termination of Engagement.** Either the Firm or the Town may terminate the engagement and representation at any time and for any reason by written notice, subject to our compliance with the applicable rules. To confirm the termination of the representation of the Town, the Firm has the option to file a notice of or request for withdrawal pursuant to the applicable rules.

**Post-Engagement Matters.** Unless otherwise set forth on the first page of this letter, you are engaging the Firm to provide legal services in connection with a specific matter, which does not include appellate or post-judgment matters, or other matters beyond or after this matter. If you wish to engage the Firm to file or oppose an appeal, to pursue or defend any post-judgment matters, or represent you in relation to other matters beyond or after this matter is completed, a separate or supplemental agreement identifying the scope of the representation of the Town regarding, and the terms of, the appellate, post-judgment, or other matter engagement must be entered into.

After completion of this matter, changes may occur in laws or regulations that are applicable to the Town that could have an impact upon the Town's future rights and liabilities. Unless you continue to specifically engage us by a separate engagement agreement describing the scope of that additional representation, the Firm has no continuing obligation to advise the Town with respect to any legal or factual developments or matters that may arise subsequent to the termination of our engagement.

**Arbitration.** The Town has the right to a trial before a trier of fact, either a judge or jury, in connection with any disputes that may arise between the Town and the Firm. However, if a dispute arises between the Firm and Town regarding attorneys' fees and costs provided by the Firm, the parties



Town of Florence  
January 3, 2019  
Page 5

agree to resolve that dispute through binding fee arbitration procedures and proceedings of the State Bar of Arizona. By agreeing to this binding fee arbitration process, the Town is agreeing to waive the right to trial before either a judge or jury on the issue of attorneys' fees and costs charged to the Town.

**No Advice Regarding This Engagement Agreement.** The Firm is not acting as Town's counsel in advising the Town with respect to this engagement agreement, as we would have a conflict of interest in doing so. If the Town wishes to be advised regarding any aspect of this engagement agreement, we recommend that the Town consult with independent counsel of the Town's choice. In addition, if the Town has any questions or would like additional information regarding our engagement, we would be happy to discuss those matters with the Town.

**Binding Agreement.** When signed by the Town, this letter constitutes a binding agreement between the Firm and the Town.

**Standard Terms of Engagement.** The Firm's Standard Terms of Engagement are attached hereto and made a part hereof.

Thank you for selecting our Firm to represent you. We appreciate the confidence you have in us and look forward to working with you on this matter.

Very truly yours,



Albert H. Acken  
For the Firm

AHA:nrh  
Attachment

PHOENIX 55462-7 517838

Town of Florence  
January 3, 2019  
Page 6

**I HAVE READ THE FOREGOING ENGAGEMENT AGREEMENT, AND MY SIGNATURE INDICATES THAT I AGREE TO ALL OF ITS TERMS AND FULLY UNDERSTAND ITS PROVISIONS. THE TERMS OF THE ENGAGEMENT OF THE FIRM AS STATED ABOVE ARE ACCEPTED AND APPROVED BY:**

TOWN OF FLORENCE

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Dickinson Wright PLLC**  
**Standard Terms of Engagement**

We are pleased that you have retained Dickinson Wright PLLC to provide legal services. Below are the standard terms of engagement in relation to any matter on which you retain us, unless otherwise set forth in your engagement letter and subject always to applicable rules of professional conduct. Please review this document carefully and retain it with your files. If you have any questions about how our legal services will be provided, how you will be billed, the scope of our representation or any other matter related to our representation of you, please contact a member of the Firm promptly.

1. **The Scope of Our Services.** Our engagement letter to you sets forth the specific matter for which representation will be provided and the scope of our services. The services we will provide to you may be varied by agreement during the course of the matter. Our services will not include advice on tax-related issues unless and to the extent specifically requested by you and included in the scope of our representation.

At times we may be called upon to express opinions of law or anticipated outcomes. Such opinions are limited by our knowledge of the facts at the time the opinion is rendered, the present state of the law and, at times, factors that are unknown or beyond our control. Although we will use our best professional judgment, we cannot guarantee the outcome of any matter.

2. **Primary Attorney.** The primary attorney(s) responsible for your client relationship with the Firm may, in the exercise of his/her/their professional judgment, involve other attorneys (including other members or associates), paralegals or non-legal professionals possessing special knowledge or experience to improve efficiency.

Our invoices for services may reflect time and professional services rendered by attorneys or other legal personnel associated with the Firm's international or other affiliate(s). Such attorneys, who are licensed in other jurisdictions, are consulted and serve as legal advisors to the Firm based on their licensed status in such jurisdictions and expertise in particular legal specialties.

3. **The Client.** Dickinson Wright PLLC will provide representation for only the person(s) or entity identified in our engagement letter. In matters related to corporations, partnerships and other entities, our representation does not automatically extend to officers, directors, employees, shareholders, partners, members or other individuals. Additionally, our representation of an entity does not automatically extend to its affiliates (such as parent, sister or subsidiary corporations).

4. **Basis of Our Charges.** Unless other arrangements are made, our billing for legal services will be on a per-hour basis. Our standard hourly rates will apply in the absence of any other agreement, and details of the hourly rates for the attorneys working on your matter(s) are available upon request. Our hourly rates are subject to periodic reviews and adjustments, and we reserve the right to revise our hourly rates in accordance with such general Firm reviews.

The Rules of Professional Conduct generally permit a law firm to consider the following factors in addition to regular hourly rates: the novelty and difficulty of the question involved; the skill requisite to perform the legal services; the likelihood that acceptance of a particular matter will preclude other representation; the fee customarily charged in the locality for similar services; the risk assumed by the firm in performing certain types of work, and the amount involved and results obtained. Time limitations imposed by the client or by other circumstances may also be considered in determining an appropriate fee. We reserve the right to consider all of these factors and submit a billing or billings in excess of the hourly rates quoted above.

We are often asked to provide estimates regarding the cost of our representation on a given matter. We are pleased to provide such estimates when, in our professional judgment, they can be made. Unless we agree in writing to perform a specific project for a fixed fee, an estimate will not represent a maximum, minimum or agreed charge.

5. **Reimbursement of Costs and Expenses.** In addition to our hourly fees, we may incur costs and disbursements on your behalf for which you will be obligated to reimburse us. It is our Firm policy to submit invoices for costs and disbursements charged by third parties in excess of \$1,500 to you for direct payment. Costs and disbursements of third parties incurred by the Firm on your behalf are billed without any administrative add-on. Costs incurred internally on your behalf are generally charged at predetermined standard rates: \$0.20 per copy, \$2.00 per first page, \$1.00 per subsequent pages for faxes and \$10.00 per month for each gigabyte of data stored in our litigation support document database. Computerized legal research (CALR) charges are billed at our legal research providers' standard retail rates. Please note, however, that the Firm pays for CALR on an annual Firm-wide, fixed-fee basis. Long distance phone charges are billed at tariff rates.

6. **Frequency of Billing.** We will bill you monthly for time and disbursements. Remittance within 30 days is expected. We reserve the right to impose a charge of 1% per month on accounts which are not paid within such 30-day period. If you have any questions on any invoice, please raise them with the member primarily responsible for the matter as soon as possible. If any portion or element of an invoice is questioned, the remainder of the invoice is to be paid within 30 days.

7. **Advance Deposit.** Unless otherwise set forth in the engagement letter, it is understood that Dickinson Wright PLLC may withdraw amounts from the advance deposit at any time as may be necessary to satisfy outstanding invoices. If at any time the advance deposit proves insufficient to cover past due invoices or falls below the agreed amount, you will be called upon to replenish the advance deposit amount. Any unused portion of the advance deposit remaining after all legal services have been paid for will be refunded.

8. **Conflicts of Interest.** Conflicts of interest are a concern for Dickinson Wright PLLC and the clients we represent. We attempt to identify actual and potential conflicts at the outset of any engagement and may request that you sign a conflict waiver before we accept an engagement from you.

Occasionally, other clients or prospective clients may ask us to seek a conflict waiver from you so that we can accept an engagement on their behalf. Please do not take such a request to mean that we will represent you less zealously; rather, that we take our professional responsibilities to all clients and prospective clients very seriously.

Unfortunately, conflicts sometimes arise or become apparent after work begins on an engagement. When that happens, we will do our best to address and resolve the situation in the manner that is consistent with our professional responsibilities.

We will not represent any other client on any matter on which we are representing you unless we have your express agreement that we may do so and where permitted to do so by the applicable jurisdiction's Rules of Professional Conduct.

We may also act generally for another client which, for you, is a market competitor.

**9. *Liability Insurance Coverage.*** It is your responsibility to ascertain whether you are covered by any relevant insurance in respect of either liability or legal expenses. If so, you are responsible to notify your insurer(s) of the claim or potential claim and our involvement as soon as possible. It is also your responsibility to inform us if you believe that you have insurance coverage for the specific matter for which we have been retained.

**10. *Termination of Representation.*** You may terminate our representation at any time, with or without reason. We have a right to discontinue providing services under certain circumstances, such as your failure to fulfill your financial obligations to us. Your termination of our representation in no way relieves you of the obligation to pay for legal services that have been provided prior to the time of termination and that are necessitated to make an orderly transfer of our file materials.

Upon termination of our representation for any reason, we will return your papers, documents and other property to you upon receipt of your request for them. We may, and likely will, retain a copy of the materials returned to you. If you have outstanding invoices owing to the Firm, we may have the right to retain your documents if they are properly subject to a lien.

At such time as we have completed the scope of work for which we have been retained, we will consider our representation to have ended. If you later retain us to perform further or additional work, our future representation will be subject to the terms of and understanding set forth herein, unless other terms and conditions are expressly agreed to.

**11. *Records Retention.*** Subject to paragraph 10 above, any materials belonging to you will be returned to you at the conclusion of the engagement. Following the engagement, in accordance with Firm policies, applicable law and the applicable jurisdiction's Rules of Professional Conduct regarding ownership of files and file retention, we will retain our files relating to this matter for a period of years, after which time the files may be destroyed. We will make reasonable efforts to notify you prior to the destruction of any files. A reasonable charge may be imposed for any special requests pertaining to disposition or handling of our files.

**12. *E-Mail and Cellular Phone Authorization.*** Dickinson Wright PLLC is able to communicate with clients via electronic mail over the internet ("e-mail"), and many of our attorneys utilize cellular phones. With e-mail, current technology cannot eliminate the risk that confidences and/or secrets otherwise protected by attorney/client privilege may be viewed by unauthorized third parties and the privilege thereby lost. As to both means of communication, sensitive, confidential and proprietary materials of the client may be intercepted by unauthorized third parties. Please be advised that in connection with the use of e-mail and cellular phones, (a) there is the risk of the loss of the attorney/client privilege and that sensitive, confidential or proprietary material may be inadvertently disclosed to unauthorized third parties; (b) the Firm standard for e-mail encryption is Transport Layer Security (TLS) protocol; and (c) you have the right to specifically direct Dickinson Wright PLLC not to send the client sensitive, confidential or proprietary materials via e-mail or to utilize a cellular phone when communicating.

Unless you specifically provide direction to the contrary, your acceptance of our engagement letter will indicate your review of this policy statement on the use of e-mail and cellular phones and will specifically authorize Dickinson Wright PLLC to utilize e-mail, to send information over the internet to communicate with you and with third parties, and to utilize cellular phones. By engaging our Firm, you agree to assume the risk of inadvertent disclosure and the risk of the loss of attorney/client privilege as it relates to information being transmitted. You retain the right to direct Dickinson Wright PLLC not to send specific items of information via the internet, by e-mail or over a cellular phone. This authorization shall remain in effect until revoked in writing.

**13. *Privacy.*** Dickinson Wright PLLC (the Firm) has a long-standing commitment to safeguarding information entrusted to us, including all personal data obtained during the course of business. We will use this personal data for purposes related to the scope of our services. If you would like to discontinue communication or have your personal data removed from our systems once our engagement has ended, please contact the Firm.

Please feel free to contact the attorney at the Firm responsible for the matters you have engaged us to address on your behalf if you have any questions regarding this policy.

**MINUTES OF THE TOWN OF FLORENCE COUNCIL MEETING HELD ON MONDAY, DECEMBER 3, 2018, AT 6:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.**

**CALL TO ORDER**

Mayor Walter called the meeting to order at 6:00 p.m.

**ROLL CALL:**

Present: Walter, Woolridge, Hawkins, Anderson, Wall, Larsen

**MOMENT OF SILENCE**

Mayor Walter called for a moment of silence.

**PLEDGE OF ALLEGIANCE**

Mayor Walter led the Pledge of Allegiance.

**CALL TO THE PUBLIC** Call to the Public for public comment on issues within the jurisdiction of the Town Council. Council rules limit public comment to three minutes. Individual Councilmembers may respond to criticism made by those commenting, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Council shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

Mr. Donald Woolridge, Florence Resident, thanked Mayor Walter and Councilmember Larsen for the kindness they have shown his wife, Vice-Mayor Woolridge. He read a passage for Vice-Mayor Woolridge pertaining to her future endeavors and thanked her for allowing him to witness how she has personified what it means to be a servant.

**UNFINISHED BUSINESS**

**Discussion/Approval/Disapproval of adopting the November 5 and November 19, 2018 Town Council Minutes.**

On motion of Councilmember Hawkins, seconded by Vice-Mayor Woolridge, and carried (6-0) to adopt the November 5 and November 19, 2018 Town Council Minutes.

**SWEARING IN OF NEW COUNCIL**

Honorable Roger A. Valdez swore in Councilmember Anderson, Councilmember Cordes and Councilmember Hughes.

**ROLL CALL:**

Present: Walter, Hawkins, Anderson, Wall, Larsen, Cordes, Hughes

Town of Florence Council Meeting Minutes

December 3, 2018

Page 1 of 15

## **PUBLIC HEARINGS AND PRESENTATIONS**

### **Public Hearing to receive citizens' comments on the Land Use Assumptions and the Infrastructure Improvement Plan.**

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, stated that this is the third time that this item has come before Council. Staff previously explained what the Infrastructure Improvement Plan and impact fees were when they were going through the consultant process. The Town also had a community and stakeholder's meeting. The step at tonight's meeting is to hear public comments and hold a public hearing. Staff has provided an overview of the steps involved to develop a policy, which will require a number of public hearings, followed by adoption. She explained that there is a 70-day requirement in order to be able to have the fees posted before the Town can collect any type of increase. The fees would take effect July 1, 2019, if Council approves.

Mayor Walter opened the public hearing. There being no public comment, Mayor Walter closed the public hearing.

### **Public Hearing on an application received from Teresa June Morse, Lidias Cocina at Old Pueblo, Liquor License application, located at 505 S. Main Street, Florence, Arizona, for a Series 12 Restaurant License, and for Council recommendation for approval or disapproval of said license.**

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, stated that the Town received an application and posted the location, as required for the 20 days. Staff has not received any comments either in favor of, or against. She stated that staff is asking Council to make a recommendation for approval to the Arizona Department of Liquor Licenses and Control.

Mayor Walter opened the public hearing. There being no public comment, Mayor Walter closed the public hearing.

On motion of Councilmember Wall, seconded by Councilmember Hawkins, and Carried (6-0) to recommend approval of the Series 12 Restaurant License received from Teresa June Morse, Lidias Cocina at Old Pueblo, to the Arizona Department of Liquor Licenses and Control.

### **Presentation of Community Appreciation Award to Vallarie Woolridge for 14 years of service.**

Mayor Walter presented Ms. Woolridge with a plaque in appreciation for her dedication and service to the Town of Florence. She stated that Ms. Woolridge has served the community selflessly and has taught many people valuable life lessons.

Ms. Woolridge stated that she thanked God for the opportunity to serve her community for 14 years. She also thanked her husband, Donald Woolridge, who sacrificed a lot of time away from him while she attended to the Town's business. She also thanked the voters in the community who continued to trust and have faith in her that she would be able to handle the Town's business. She appreciates all the support that she has received.

Ms. Woolridge thanked the Council. She stated that they have performed admirably and handled the Town's business in a professional manner. She thanked the staff and stated that they have



been a pleasure to work with, who, in her opinion, are the most professional staff in the State of Arizona.

Ms. Woolridge stated that she is proud of what they have accomplished while she was on the Council.

### **Presentation of Community Appreciation Award to Rebecca Guilin for four years of service.**

Mayor Walter presented Ms. Guilin with a plaque in appreciation for her dedication and service to the Town of Florence. She stated that Ms. Guilin had worked for the Town for 19 years.

Ms. Guilin stated that she worked for the Council, retired, served on the Council for almost four years and recently began working for the Town again.

Mayor Walter stated that Ms. Guilin has a wealth of knowledge and experience regarding the Town's finances. She has been an asset to the Council with regards to budgets and helping the Town plan accordingly, based on the budget.

Ms. Guilin stated that being on the Council has been a wonderful experience and working with the Town has been a joy. She thanked everyone.

### **Update on the Florence Hospital from Jacob Golich, President of Mountain Vista Medical Center.**

Mr. Brent Billingsley, Town Manager, stated that the Town has received a multitude of phone calls regarding the future of Anthem Hospital. Staff has been having meetings with regards to the hospital and is proud to work with individuals who will improve the facilities and the services to the Town.

Mr. Jacob Golich, President of Mountain Vista Medical Center, provided a presentation, in which he outlined the following:

- Steward Health Care System
  - Have facilities nationwide – 36 hospitals
    - Five regions across the US
  - Facility is led and ran by physicians
    - Top leadership are all physicians, many of which are still practicing
- History of Mountain Vista Medical Center
  - Opened July 23, 2007 (ahead of schedule); licensed for 178 beds, all private rooms
  - 2008 partnered with Midwestern University to provide education and training for medical students
  - 2010 received Cardiac Receiving Center designation by the Arizona Department of Health Services
  - 2011 accredited as a Cycle III Chest Pain Center by the Society of Chest Pain Centers
  - 2011 designated as a Primary Stroke Center by DNV
  - 2011 received Level IV Trauma Center designation by the Arizona Department of Health Services

- 2012 formed partnership with City of Mesa Fire and Medical Department that pairs nurse practitioners and physician assistants with paramedics to respond and treat patients who call 911 that have low-acuity medical needs.
- 2012 designated as the first Provisional Level III Trauma Center in the Valley by the Arizona Dept. of Health Services
- 2012 attained American Heart/Stroke Association's Get with the Guidelines Silver Quality Achievement Award and was recognized as a recipient of the Target: Stroke Honor Roll
- 2013 launched partnership with Midwestern University family medicine, general surgery and internal medicine residents, PAs, CRNAs and nurse practitioners
- 2013 designated as a Level III Trauma Center that is Arizona Dept. of Health Services and American College of Surgeons verified (recertified every three years for both entities)
- 2013 attained American Heart/Stroke Association's Get with the Guidelines Gold Plus Quality Achievement Award and was recognized as a recipient of the Target: Stroke Honor Roll
- 2016 established gastroenterology fellowship with Midwestern University
- 500 physicians
- Great partnerships with other facilities
- Has residency program with 51 physicians
- GI fellowship
- Mission and Values
  - "We are highly motivated and compassionate people, using advanced systems and technology, to become the health care provider of choice and to improve the quality of life for the individuals and community we serve."
- Quality
  - Level III Trauma Center
  - Cardiac Receiving Center
  - Chest Pain Center
  - Primary Stroke Center
  - AHA/ASA Get with the Guidelines Stroke Gold Plus Quality Achievement Award Recipient and Target: Stroke Honor Roll
  - Highlights
    - MRSA Infection Rate: 0.09 (better than national average)
    - C-Diff Infection Rate: 0.24 (better than national average)
    - Central Line associated blood line infection rate: 0.25 (better than national average)
- Florence Hospital at Anthem
  - 28.6 miles from Mountain Vista Medical Center or 40 to 45-minute drive time
    - 36 Inpatient Beds
      - 16 inpatient beds are locked down in a secured unit for prisoners
    - 22 Emergency Department Beds
    - Surgical Suite, Diagnostic Imaging, CAP Accredited Laboratory
    - 200+ Physicians on Medical Staff (but very few of them active)
  - About Florence, Arizona
    - Current Population – 168,136 people within 20 miles radius of Florence
    - Located in Pinal County and home to 3 federal and 1 state prisons
    - Age - Median age is 31.6
    - Primary Industries are Government (27%), Corrections (50%) and Education (16%)
    - Income Level - Average Income: \$50,890, Median Household Income: \$85,187

- Primary Competitors for Emergency Services
  - Banner Ironwood Medical Center
  - Casa Grande Regional Medical Center
  - Dignity Health – Mercy Gilbert Medical Center
  - Mountain Vista Medical Center
  - Chandler Regional Medical Center
- Florence Operation
  - Expands Mountain Vista's Medical Center service area
  - Breaks the blockade from competitor facilities to the core MVMC's service area (important to keep Banner or Dignity from taking it over)
  - Presence in Florence, AZ will expand our patient panels by 700 attributed patients to the Steward Medical Group
  - Immediate ability to improve cost structure of the stand-alone facility as campus of MVMC
  - Immediate ability (60-90 days) to expand volumes and patient recognition through enrolling both hospitals under the Steward payor contracts and through a concerted marketing campaign
  - Near-term opportunity to improve community perception through Steward branding as facilities will no longer be out-of-network with major payors, seize the practice of balance billing the patient and put the bankruptcy negativity behind them
  - Will transfer out for higher level service, if needed
- Owners of Gilbert and Florence hospital own the Mountain Vista property as well
- License application has been submitted to the State of Arizona
  - 45 to 60-day process
- Target date to open will be January 2019
- Job fair will be on December 12 and 13, 2018
  - Have sent notice to all previous staff members of Anthem Hospital

Mayor Walter inquired what insurances will be accepted at the hospital.

Mr. Golich stated that they will accept all insurances at the hospital.

### **United Way Presentation on the Town of Florence participation in local drives by Manuela Bowler.**

Mayor Walter stated that Florence had Make a Difference Day on October 27, 2018 and the Town partnered with United Way to make meal boxes. In total the volunteers made 10,000 meals in two hours. She stated that 5,000 meals will stay in Florence and 5,000 will go to the surrounding communities.

Ms. Manuela Bowler, Executive Director, United Way, stated that they have been in the community for 38 years. She stated that they have changed the trajectory and the meals is a product of that change. She stated that Lisa Garcia, Deputy Town Manager, is one of its board members and represents Florence and the surrounding area.

Ms. Bowler stated that one of their initiatives is reading by the third grade. She stated that 30% of kids do not read at capacity by 3<sup>rd</sup> grade, 30% do not graduate high school and approximately 30% of the population need continued social assistance. She stated that Pinal County has an

educational progress monitor and the goal is to have 72% of the 3<sup>rd</sup> grade at proficient reading levels by 2030. Currently, they are at 42%.

Ms. Bowler stated that they partner with other organizations such as the Rotary Club and Florence Women's Club to promote reading. She stated that they focus on family financial stability. She stated that you can read and do well in school if you are hungry. She stated that they also work on literacy kits and the Dolly Parton Imagination Library.

Ms. Bowler stated that on Florence's Make a Difference Day, it was great to load up her vehicle with the extra food, not knowing that the other pallet had arrived. She stated that the Coolidge Food Bank was recently robbed, and it was divine intervention because the meals created were added to their food basket.

Ms. Bowler stated that they will also provide meals for the Elk's event.

An Elks' member spoke on behalf of the Elk's Feeding Empty Little Tummys Program. The program feeds food-deprived children within the community on weekends when the children aren't in school and the names of the participant remain anonymous. He stated that they have received many donations from the community. The program has grown every year since its inception four years ago. He stated that last year they had 30,289 items, which equated to 7,659 meals weighing 11,000 pounds. He stated that that Arizona ranks second for food deprived children and one in four children are food deprived, which is unacceptable. He stated that they are excited about the donation as it will allow the Elk's to take care of children through the holidays and into the summer.

The Elk's member stated that last year, nationally, the Elk's provided the following:

- \$4,790,000 in scholarships to students.
  - This is the single largest, non-government, non-profit donation in the United States.
- \$2,600,000 to veterans
- \$709,000 to drug awareness
- \$12,370,000 in community investments

The Elk's member stated that the requirements to be an Elk member include:

- Must be 21 years or older
- American citizen
- Believe in God

**CONSENT: All items on the consent agenda will be handled by a single vote as part of the consent agenda unless a Councilmember or a member of the public objects at the time the agenda item is called.**

**Approval to enter in to a Broadband Services Agreement for five-years with Fibaire Communications, LLC, dba: AireBeam.**

**Approval of the Emergency Base Station Agreement, between the Florence Fire Department, and Mountain Vista Medical Center.**

**Authorization to dispose of the following Town vehicles: 1998 Ford Crown Victoria Police Interceptor, 2006 Dodge Charger, 2002 Ford Explorer and 2003 Yamaha 450 YSF Dirt Bike.**

**Approval of accepting the register of demands ending October 31, 2018, in the amount of \$2,648,070.63.**

On motion of Councilmember Anderson, seconded by Councilmember Larsen, and carried (7-0) to approve the Consent Agenda, as written.

**NEW BUSINESS**

**Discussion/Approval/Disapproval of appointing a member of Council to service as Vice-Mayor.**

Ms. Garcia explained that pursuant to the Town Code, Section 30.05: At the same meeting at which Council is seated, the Council shall designate one of its members as Vice Mayor, who shall serve at the pleasure of the Council. The Vice Mayor shall perform the duties of the Mayor during his or her absence or disability. She explained that they will open the floor for nominations and explained the process for selecting a Vice-Mayor.

Councilmember Hawkins nominated Councilmember Anderson for Vice-Mayor.

Councilmember accepted the nomination.

Roll Call Vote:

Councilmember Hawkins – Yes  
Councilmember Anderson – Yes  
Councilmember Wall – Yes  
Councilmember Larsen – Yes  
Councilmember Cordes – Yes  
Councilmember Hughes – Yes  
Mayor Walter – Yes

Motion Passed: Yes: 7; No: 0

**Appointment of Council Liaison Assignments.**

Mayor Walter stated that she reached out to all of the Council to see what boards and/or commissions they wanted to be liaisons. She tried her best to accommodate everyone's requests; however, it was not possible to do all.

Mayor Walter appointed the following Councilmembers to the following:

Local Liaison Assignments:

Arts and Culture: Councilmember Hawkins  
Board of Appeal: Councilmember Hughes  
Historic District Advisory Commission: Councilmember Cordes  
Industrial Development Authority: Vice-Mayor Anderson  
Library Advisory Board: Councilmember Wall  
Parks and Recreation Advisory Board: Councilmember Hughes  
Planning and Zoning Commission: Councilmember Hawkins

Town of Florence Council Meeting Minutes

December 3, 2018

Page 7 of 15

Public Safety Retirement (Police and Fire): Councilmember Larsen  
Teen Youth Commission: Councilmember Larsen  
Florence Teen Council: Councilmember Larsen

Regional Liaison Assignments:

Central Arizona Governments (Regional Council): Mayor Walter  
Florence Unified School District: Councilmember Cordes  
Greater Florence Chamber of Commerce: Councilmember Wall  
Five Parks HOA's: Councilmember Hawkins  
Maricopa Association of Governments (Regional Council): Mayor Walter  
Pinal Mayor's Monthly Meeting: Mayor Walter  
Tohono O'odham Village and Gila River Indian Communities: Councilmember Wall  
Pinal Water Augmentation Authority: Vice-Mayor Anderson  
Pinal Partnership: Vice-Mayor Anderson

State Liaison Assignments:

Arizona Legislature: Mayor Walter  
Leagues of Cities and Towns Resolution Committee: Mayor Walter  
Regional Transportation Authority: Mayor Walter

National Liaison Assignments:

National League of Cities and Towns: Mayor Walter

**Approval to enter in to a Communications and Internet of Things Service Agreement with Milandr, Inc.**

Mr. Trent Shaffer, IT Manager, stated economic prosperity is something that is considered when the Town is considering being a smart city. You must consider the jobs that it will bring in as well as technology and forecasting the development of new technology. Staff also has to consider how new technology economically viable to build the Town's infrastructure and create jobs.

Mr. Shaffer explained what the "Internet of Things" is, which is anything that connects to the internet and the commonality is that they all use data and transmit data through the network. He stated that staff has to start thinking of how the Town can use this technology and some things include:

- Smart water meters
  - Eliminate manual reads
  - Can provide instant reads
  - Can do leak detections
- Wastewater
  - Flows
  - Chlorine injection into the system
- Public Safety
  - Security cameras
  - Smart lights



- Parking meters
- Car charging stations

Mr. Shaffer stated that these changes could save the Town money, make the Town more efficient, and provide instant access to information. He stated that he discussed various components which would work great on silos, but Milandr has the availability to provide all the information in one place.

Ed Levin, General Manager, Milandr, provided a presentation, in which he discussed the following:

- With focus on Smart City solutions, including lighting, asset tracking, water management and smart buildings, the collaboration between Milandr and the Town of Florence will drive improvements in energy consumption, resource conservation and a variety of new and enhanced municipal services.
- International company
- 800 strong
- Provided by Milandr
  - Increase efficiency
  - Self-service bill payment
  - Real time customer service
  - LPWAN, provided and operated by Milandr, water meters and other Smart City components are fully supported.
    - Water metering
    - Streetlight controls
    - Waste Management
    - Agricultural Apps
    - Residential Apps
    - Public Safety Apps
- Communications Network
  - Milandr has designed, acquired, and will deploy and operate LoRaWAN Network, which will serve as backbone for the Town of Florence Smart City services
  - LoRaWAN Protocol
    - LoRa® is the physical layer or the wireless modulation utilized to create the long- range communication link. The advantage of LoRa® is in the technology's long range capability. A single gateway or base station can cover entire cities or hundreds of square kilometers. Range highly depends on the environment or obstructions in a given location, but LoRaWAN™ has a link budget greater than any other standardized communication technology.
    - Benefits
      - Discounted Pricing Model to Florence
      - Not a locked into a single solution network
      - Supports City Expansion
      - Supports Integration of many Vendors
      - Supports Multiple Solutions
      - Network Management is included
- Network Architecture: Long Range Wide Area Network
  - Network Management

- The Network is operated by Milandr and deployed as a scalable cloud-based resource. Milandr provides the management and control for the town of Florence LoRaWAN network
- Network Coverage
  - Gateways provide the access to the end devices and the backhaul to the cloud.
- Network Security
  - LoRaWAN Security uses AES 128-bit security keys unique to **each** meter and end device, which secure communication from the meters and end devices to the Network Server.
- Network Management Software – Overview
  - Milandr's Head-End system is an advanced Smart City data collection and management software. It is a highly scalable, customizable, and offers full integration of various Smart City & IoT applications. The NMS utilizes LoRaWAN network for data acquisition and device communication. The software provides a robust set of features, including:
    - Real-time two-way communications
    - AMI water meters control and management
    - Consumer access to energy consumption data
    - Event control
    - Communication management services
    - Advanced reporting.
  - In addition, Milandr's Cloud-Based Software provides various dashboards for seamless integration of collected data from town of Florence services.
  - Features
    - Owned and maintained by Milandr
    - Flexible configuration
    - Scaling for Growth
    - Data Exportation
    - Reporting
    - Information Security
    - Alert System
- Network Management Software – Key Features & Benefits
  - Proactively intelligent
  - Network performance
  - Customizable Dashboards
  - Programmable Alert Conditions
  - Customer Service Tools
  - Secure, Cloud-based Software
  - Automatic Software Upgrades
  - Built-in API's
  - Consumption Graphs
- Network Management Software - Head End System
  - Smart City Dashboard
    - Management Dashboard
    - Alarms
    - Individual Meter Reads
    - Asset Tracking
    - Location Coordination
    - Tamper Detection

- Communication
- Reporting
- Customer Personal Portal
- Network Management Software – Interfaces
  - Network Management Software - Interfaces
    - City Officials
      - Individual interfaces to meet the needs of the town of Florence, including alarms, billing, tracking
    - Management
      - Management interfaces allowing for custom reports and meters/devices management
    - Customers
      - A Customer portal allowing users to track their personal usage and pay bills online.
- Network of Devices
  - Milandr's Network Management Software enables compatible devices to transmit data over the LoRaWAN network. This data is organized & interpreted by the NMS and displayed in the Dashboard. Each month, more and more devices become available and compatible with the software, allowing for high scalability and customization.
- Network of Devices – Compatible Technologies
  - The NMS has the ability to track and manage hundreds of thousands of devices on the Town of Florence network, such as:
    - Water Meters
    - Gas Meters
    - Electricity Meters
    - Smart Lights
    - Trash Bin Detectors
    - Temperature Sensors
    - Humidity Sensors
    - Vibration Sensors
    - Tank Level Sensors
    - CO2 Sensors
    - Motion Sensors
    - Water Leak Sensors
    - Manhole Cover Sensors
    - Water Quality Monitors
    - Waste Management
    - Municipal Services
    - Gunshot/Noise Sensors
    - Smart Agriculture Devices
    - Battery Voltage Monitors
    - Window/Door Sensors
    - Smart Parking Devices
    - Smart Weather Stations
    - Weather Monitoring
    - Flame Sensors

Councilmember Wall stated that the project is being started in the central part of Florence, and inquired what consideration is being given to other geographical areas in Florence.

Mr. Billingsley stated that the Town was first introduced to Milandr approximately nine months ago, by Innovation Pavilion. He stated that most cities that are turning into smart cities are contracting with individual vendors that own the technology in a very closed technological sense. He told Milandr that Florence needed an open architecture where the water meters can talk to the pressure sensors which can talk to the SCADA systems, and other components.

Mr. Billingsley stated that the Town entered into a letter of agreement with Milandr approximately five months ago for research and development. The no cost agreement is to work with Milandr to determine what technology could be used and how the dashboard and interface will work.

Mr. Billingsley stated that a considerable amount of study has been done and based on the different locations where the Town would put the radio, the tower that the Town owns in Anthem would be a good location. There will be coverage over the majority of the Town, inclusive of the downtown area, south of the CAP, Anthem, Florence Gardens and the Five Parks Area. He stated that the reason there is so much information about the Town core is because the first function is smart metering, which relates to the Town's provision. He stated that there is a whole litany of sensors available that can communicate in the open architecture as well. He stated, if approved, the LoRaWAN will be installed on Town property and will begin testing sensors within the next month. The water meter bid for our smart meter systems is currently open.

Mr. Levin stated that the propagation study that was performed showed that all of the Town properties will be covered in the first roll out.

Councilmember Wall inquired if there have been discussions with other entities that provide service to the Town residents or other infrastructure that might benefit from this platform.

Mr. Shaffer stated that they have not held discussions with other entities.

Vice-Mayor Anderson inquired how will the Town pay for the meters.

Mr. Billingsley stated that currently, the Town has staff that reads water meters, and it will be considerably cheaper than the manual system that the Town currently uses.

Vice-Mayor Anderson inquired if those positions will be removed from the budget.

Mr. Billingsley stated that the positions will be removed from the budget. He stated that the person in that position is ready to try other challenges.

Mr. Shaffer stated that a cost to build a gateway infrastructure is not an extremely large amount of money. Milandr is supplying the gateway devices free of charge. They are also saving the Town the cost of the infrastructure as well. He stated that they use radio technologies that are modular.

Mr. Billingsley stated that the key is to be first to develop a technology of a true smart city and to grow Milandr in Florence, and others will follow suit to use this technology for smart cities.

Mr. Shaffer stated that this can be used as a revenue source as well. The devices can be put in people's homes and charge a small fee.

Mayor Walter inquired if there are plans to speak with Epcor or Pulte in the near future.

Mr. Levin stated that once the initial system is up, it is very easy to expand and be cost effective.

Mr. Billingsley stated that Johnson Utilities and Epcor have the infrastructure in place. They use Sensus Pearl meters and it is a proprietary system. They are not able to communicate with another system. He stated that they would not be interested in speaking with the Town because the systems would not be able to communicate with one another.

On motion of Vice-Mayor Anderson, seconded by Councilmember Larsen, and carried (7-0) to enter into a Communications and Internet of Things Service Agreement with Milandr, Inc.

## **MANAGER'S REPORT**

Mr. Billingsley stated that he received a letter from Mr. Vince Acosta, Royal Sign, who spoke regarding a Board of Adjustment Case for Burger King. He read a portion of the letter for the record, which stated:

"I've been meaning to reach out to you once again and say thank you so much for your help and guidance on this whole process from the start. I sincerely appreciate it. Kuddos to you (Larry Harmer) on the presentation, you killed it. I've done maybe eight to 10 variances in my 25 years in the business, but I can honestly say that none of them were as smooth as yours went.

On another note, I received another nice from a phone call from a gentleman named Ron Rowley yesterday from Caliente Casa De Sol RV Resort in Florence. I spent a good 45 minutes to an hour consulting with him regarding their new monument sign that they want to replace, the old double pole pylon sign. I spoke very highly, and he totally agreed. He said that you gave him a lot of great feedback too. They will be reaching out to me on that project in March of next year."

Mr. Billingsley congratulated Mr. Harmer and his team.

Mayor Walter stated that regarding economic prosperity, the Silver King Rental RFP just came out and inquired if the Council could have notification of upcoming bids. She would also like a listing of the buildings that are available in Town for businesses, their condition and if the owners want to rent them out or sell the property.

Mr. Billingsley suggested that Ms. Jennifer Evans present to the Council the inventory of available properties at a future meeting.

## **DEPARTMENT REPORTS**

**Community Services**

**Community Development**

**Courts**

**Finance**

**Fire**

**Police**

**Public Works**

The Department Reports were received and filed.

## **CALL TO THE PUBLIC**

There were no public comments.

## **CALL TO THE COUNCIL – CURRENT EVENTS ONLY**

Councilmember Hughes stated that she looks forward to the next four years and learning about each of the departments. She thanked Ms. Garcia for the training she provided.

Councilmember Cordes thanked everyone for welcoming them. She appreciates everyone's kindness and taking the time to meet with them to discuss what their department does, how it runs and how they can make their jobs easier and run smoother. She thanked Ms. Garcia for her guidance and support. She is excited to see how she can help impact the Town.

Councilmember Larsen welcomed the new Councilmembers. She looks forward to working with them. She stated that Ms. Guilin and Ms. Woolridge will be missed. She congratulated Vice-Mayor Anderson on his appointment to Vice-Mayor. She looks forward to seeing Vice-Mayor Anderson prosper in his new position.

Councilmember Wall stated that she participated in the roll out of the 1953 Fire Truck. She stated the Warden from the Arizona State Prison was able to drive it to the Pinal County Historical Museum and presented them with a \$1,300 check for their restoration fund. The money was donated by the inmates. He assured them when the next two fire trucks are ready to be restored, the same kind of response can be expected for those restorations. She thanked the Warden and those who worked on the restoration. She noted that the truck will be in the Light Parade.

Councilmember Wall thanked Ms. Guilin and Ms. Woolridge for their guidance. She welcomed Councilmember Cordes and Councilmember Hughes.

Councilmember Hawkins echoed the sentiments of the other Councilmembers. He looks forward to working with the new councilmembers.

Vice-Mayor Anderson stated that the Jr. Parada was a great success. He explained that the inmates were part of a CAC class. They used six gallons of paint because they had to redo the paint job if it was not done right. CAC did a great job in training the inmates. He stated that Florence has a bright future and there is a lot of exciting things happening. He looks forward to serving the Town as the Vice-Mayor

Mayor Walter thanked Ms. Guilin and Ms. Woolridge for their service and welcomed the new Councilmembers. She stated that the Town is going to work on the Redevelopment Commission and the Economic Development Commission.

Mayor Walter stated that there will be a Neighborhood Meeting on the Sign Code and provisions of the Town's parking requirements to bring the Development Codes up to date and to be consistent with other areas of the Development Code. The meeting is scheduled to discuss the code amendments will be held on December 4, 2018 at the Town of Florence Library and Community Center.



Mayor Walter thanked everyone who participated in the Jr. Parada. She invited everyone to attend the Electric Light Parade.

### **ADJOURNMENT**

On motion of Councilmember Cordes, seconded by Councilmember Hughes, and carried (7-0) to adjourn the meeting at 7:35 p.m.

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Tara Walter, Mayor

ATTEST:

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Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on December 3, 2018, and that the meeting was duly called to order and that a quorum was present.

---

Lisa Garcia, Town Clerk

**MINUTES OF THE TOWN OF FLORENCE ARTS AND CULTURE COMMISSION  
SPECIAL MEETING HELD ON THURSDAY, SEPTEMBER 20, 2018 AT 2:00 P.M. IN  
RUGGLES ROOM 1, LOCATED AT 778 N. MAIN STREET, FLORENCE, AZ.**

**1. CALL TO ORDER**

Chair Rankin called the meeting to order at 2:02 p.m.

**2. ROLL CALL:**

Present: Curran, Hagemann, Rankin

Absent:

**3. PLEDGE OF ALLEGIANCE**

**4. NEW BUSINESS**

**a. Discussion/Approval/Disapproval of Minutes from the May 10, 2018 Regular Meeting.**

On motion by Commissioner Curran, seconded by Commissioner Hagemann, and carried (3-0) to approve the minutes from the May 10, 2018 regular meeting.

**b. Discussion/Approval/Disapproval of the Commissions involvement with the Water/Ways Smithsonian Exhibition, November 17 – December 30, 2018.**

Liaison Bryan Hughes stated to the Commission that the Water/Ways Smithsonian Exhibit will have pieces showcased at the Community Center, McFarland State Park and Suter House.

Commissioner Hagemann suggested asking the Florence Schools to contribute artwork from students.

**c. Discussion/Approval/Disapproval of Arts and Culture Programming – Fall 2018.**

Liaison Hughes reviewed the Fall schedule of upcoming events that will take place in the Town of Florence.

Chair Rankin asked if the kite festival will still be put on.

Liaison Hughes suggested moving the kite festival to Spring.

Chair Rankin suggested scheduling a day for kids to come and build their box ponies/bulls for the Junior Parada Parade.

**d. Discussion/Approval/Disapproval of Arts and Culture Programming – Spring 2019.**

Liaison Hughes mentioned to the Commission that Parks and Recreation Staff is already working on the spring catalog and will need event information from the Art and Culture Commission.

Commissioner Curran stated the String of the Sonoran concert was a hit, but the event will need a bigger venue as Suter House was too small to accommodate attendees.

Liaison Hughes suggested the Strings of the Sonoran concert should be planned for either March or April.

Liaison Hughes informed the Commission that the Main Street Mural will be dedicated at the Road to Country Thunder event.

**e. Discussion/Approval/Disapproval of Main Street Mural Project and Arizona Commission on the Arts grant.**

Liaison Hughes asked the Commission to begin recruitment for artists to paint the Main Street Mural.

**f. Discussion/Approval/Disapproval of future Suter House art exhibits.**

Liaison Hughes updated the Commission on tentative events that will be hosted at Suter House.

**g. Discussion/Approval/Disapproval of public art in Town facilities.**

Liaison Hughes informed the Commission that he will be purchasing hardware for artwork that will be displayed at Suter house and other Town facilities for the art contest.

Commissioner Hagemann asked if contest entries were being limited to only paintings and photos?

Liaison Hughes stated it would be up to the Commission of artwork that will be displayed.

**h. Discussion/Approval/Disapproval of public art in Town Parks, Right-of-Ways and on private parcels.**

Liaison Hughes asked the Commission to provide feedback on the display of public art Ms. Nancy Larsen had spoken to them about at the April 12, 2018 Arts and Culture Commission meeting.

**i. Discussion/Approval/Disapproval of Florence Veterans Memorial.**

Chair Rankin informed the Commission that the Arts and Culture Commission was requested to assist in choosing a statue for the Florence Veterans Memorial that will be placed in the plaza outside the Community Center.

Chair Rankin asked the Commissioners to come up with a rough sketch/design for Florence Veterans Memorial statue and submit it by October 17, 2018.

Liaison Hughes mentioned the budget for the Florence Memorial statue is estimated to cost \$15,000.

**j. Discussion of Commission member vacancy and recruitment efforts.**

Liaison Hughes asked the Commission to recruit Florence Residents to apply for the Arts and Culture Commission.

**5. CALL TO THE PUBLIC/BOARD RESPONSE**

**Call to the Public for Comment is limited to issues within the jurisdiction of the Town of Florence Arts and Culture Commission. Individual commission members may respond to criticism made by those commenting, may ask the staff liaison to review a matter raised, or may ask that a matter be placed on future agenda.**

**6. CALL TO THE COMMISSION- CURRENT EVENTS ONLY**

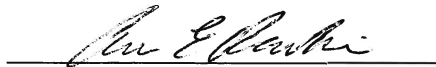
Commissioner Curran suggested the Veterans Memorial be part of the Chamber of Commerce's Veterans Parade.

Chair Rankin and Commissioner Hagemann asked for more flyers for Open Studio and Drum Circle programming.

**7. ADJOURNMENT**

On motion by Commissioner Hagemann, seconded by Commissioner Curran, and carried (3-0) to adjourn the meeting at 2:50 P.M.

Approved:



Ann Rankin, Chairman

**Posted 14<sup>th</sup> day of December 2018, by Maria Hernandez, Deputy Town Clerk, at 775 North Main Street and 1000 South Willow Street, Florence, Arizona 85132 and at [www.florenceaz.gov](http://www.florenceaz.gov).**

**MINUTES OF THE TOWN OF FLORENCE ARTS AND CULTURE COMMISSION  
REGULAR MEETING HELD ON THURSDAY, OCTOBER 11, 2018 AT 3:00 P.M. IN  
RUGGLES ROOM 1, LOCATED AT 778 N. MAIN STREET, FLORENCE, AZ.**

**1. CALL TO ORDER**

Chair Rankin called the meeting to order at 3:00 p.m.

**2. ROLL CALL:**

Present: Curran, Hagemann, Rankin

Absent:

**3. PLEDGE OF ALLEGIANCE**

**4. NEW BUSINESS**

- a. Discussion/Approval/Disapproval of Minutes from the September 20, 2018 Special Meeting.**

On motion by Commissioner Curran, seconded by Commissioner Hagemann, and carried (3-0) to approve the minutes from the September 20, 2018 special meeting.

- b. Discussion/Approval/Disapproval of the Commissions involvement with the Water/Ways Smithsonian Exhibition, November 17 – December 30, 2018.**

Chair Rankin suggested to the Commission to have the weekend of November 19, 2018 to have artwork dropped off. Deadline for email submissions will be Monday, November 12, 2018.

Liaison Alison Feliz suggested letting artist pick up their artwork on January 4, 2019.

- c. Discussion/Approval/Disapproval Arts and Culture Programming – Fall 2018.**

Chair Rankin updating the Commission the ongoing Open Studio program. Commissioner Hagemann updated the Commission on the ongoing Drum Circle program.

Chair Rankin stated she will be available for the Pimp your Pony/Bull program.

Chair Rankin ask to change the time for the Fine Art for Teens program to 10 a.m. - 12 p.m.

Hermalene Wick spoke to the Commission about her interest of instructing Acoustic Guitar lessons. Ms. Wick stated there is no fee and that attendees to the lessons will have to bring their own guitar. Ms. Wick would like to use the Suter House as a rehearsal space, if the class expands she will need a bigger meeting space.

Commissioner Curran asked Ms. Wick when she proposes to start the lessons. Ms. Wick stated she would like to start as soon as possible because she hopes to have a concert at the Suter House by Christmas time. The concert will be open to the public, not sure on the date yet, but it will be from 6 p.m.- 8 p.m.

Liaison Feliz asked the Commission if they would be interested in helping decorate a storefront for Christmas on Main.

Commissioner Hagemann stated that the Commission already has a tight schedule but may have some spare time to help on Oct. 23<sup>rd</sup> and Oct. 26<sup>th</sup>.

**d. Discussion/Approval/Disapproval Arts and Culture Programming – Spring 2019.**

Commissioner Rankin spoke about the Quick Draw event and suggested having artist have their paintings halfway done by the time the event starts.

Commissioner Curran stated to the Commission that the String of the Sonoran have been scheduled for a concert for February 16, 2019 from 2 p.m.- 3 p.m.; not sure on location yet.

Commissioner Hagemann had to leave and the meeting ended due to lack of Quorum.

- e. Discussion/Approval/Disapproval of Main Street Mural Project and Arizona Commission on the Arts grant.**
- f. Discussion/Approval/Disapproval of future Suter House art exhibits.**
- g. Discussion/Approval/Disapproval of public art in Town facilities.**
- h. Discussion/Approval/Disapproval of public art in Town Parks, Right-of-Ways and on private parcels.**
- i. Discussion/Approval/Disapproval of Florence Veterans Memorial.**
- j. Discussion of Commission member vacancy and recruitment efforts.**

**5. CALL TO THE PUBLIC/BOARD RESPONSE**

**Call to the Public for Comment is limited to issues within the jurisdiction of the Town of Florence Arts and Culture Commission. Individual commission members may respond to criticism made by those commenting, may ask the staff liaison to review a matter raised, or may ask that a matter be placed on future agenda.**



**6. CALL TO THE COMMISSION- CURRENT EVENTS ONLY**

**7. ADJOURNMENT**

Commissioner Hagemann had to leave and the meeting ended at 3:30 p.m. due to lack of Quorum.

Approved:



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Ann Rankin, Chairman

**Posted 14th day of December 2018, by Maria Hernandez, Deputy Town Clerk, at 775 North Main Street and 1000 South Willow Street, Florence, Arizona 85132 and at [www.florenceaz.gov](http://www.florenceaz.gov).**

**SPECIAL MEETING MINUTES OF THE HISTORIC DISTRICT ADVISORY COMMISSION OF THE TOWN OF FLORENCE HELD WEDNESDAY NOVEMBER 7, 2018, AT 6:00 PM, AT THE FLORENCE TOWN COUNCIL CHAMBERS, 775 N. MAIN STREET, FLORENCE, ARIZONA.**

**CALL TO ORDER**

Chairman Wheeler called the meeting to order at 6:00 pm.

**ROLL CALL**

Present: Chairman Wheeler, Vice-Chair Adam, Smith, Reid, Novotny, Schmidt with Commissioner Knight absent.

**PLEDGE OF ALLEGIANCE**

**DISCUSSION/APPROVAL/DISAPPROVAL** of the meeting minutes for the regular meeting conducted on August 29, 2018.

**On a motion by Commissioner Novotny seconded by Commissioner Reid and carried (6-0) to approve the regular meeting minutes of the August 29, 2018 with the recommended changes.**

**NEW BUSINESS**

**A. 350 North Main Street**

This is a request for Design Review approval from the Historic District Advisory Commission (HDAC). The applicant is requesting approval to install a new front door and place two new signs on the building.

Planning Manager Larry Harmer described the **historical site** and presented photos on the items for review. He introduced the applicant, Tatum Seebaum.

Vice-Chair Adam mentioned that the double doors are an important part of the building's history because the building started as a saloon and ended as a saloon. Commissioner Smith agreed with Vice-Chair Adam and explained the door design is too modern. She expressed concern that the glass on the door may easily be broken, and she preferred wood for the door's building material.

Commissioner Novotny recommended shatter resistant glass because some store fronts have been vandalized on Main Street. The Commission discussed a compromise on the design and agreed to center the door and have wood panels on each side.



Ms. Seebaum understood the possibility of break-ins and mentioned her contractor wants to put in a shatter resistant glass. She stated the design was from the guidelines given to her and some of the adjacent buildings had similar door designs. Ms. Seebaum agreed to the compromise but wished to keep the glass panel in the middle of the door due to the lack of window space to allow natural light into the store.

Ms. Seebaum stated the change was fine, she wants her inventory to be secure, but the current door does not lock well or close off at the bottom. She also wants customers to see inside the store.

Commissioner Reid mentioned the plans consider using construction adhesive or screws on the signs. She stated a couple of other buildings tried the adhesive, but the sun and dryness caused the adhesive to peel away. Ms. Seebaum stated the signs will be anchored with screws and not adhesive.

Commissioner Reid asked how the letters will be anchored down. Ms. Seebaum clarified the letters will be vinyl on the sign. Commissioner Reid noted that letters have been secured with construction adhesive and this method on Main street has seen one letter fall off one at a time. She would rather have the letters screwed on the sign. Commissioner Smith stated that vinyl did not last long in the Arizona sun. She suggested the letters be painted onto the wood sign. Ms. Seebaum said she could check with her contractor. He has done work in Gilbert and Florence. She would let him know that the letters should be secured on the sign and durable against the sun.

Commissioner Novotny suggested that Ms. Seebaum ask her contractor about flooding options because when it rains, the water floods some buildings along Main street. Ms. Seebaum agreed and said the door will be fastened securely and have a door sweep or sand bags to keep water out.

Commissioner Novotny asked what would be sold in her shop. Ms. Seebaum said women's clothing, accessories, gifts and home décor. The boutique would be opening December 1<sup>st</sup>.

The Commission asked Mr. Harmer what they could amend for the recommendation action found on page five to articulate their interests. Mr. Harmer stated that they follow the third action which asks for any additional stipulations. Then, they add their conditions that the door would be centered, the door frame should be a solid wood surface, and the letters on the sign be securely attached.

Commissioner Novotny stated the letters might not be screwed on. Ms. Seebaum stated she can talk to her contractor and ask what the best method to secure the letters. She mentioned the letters are not physically single letters but part of the sign. She said she tried to duplicate the laundromat and paralegal sign. They have vinyl letters. She can talk to her contractor about screwing on the letters. Ms. Seebaum



asked how to proceed if screws were not a possibility. The Commission said to work with staff. Mr. Harmer said he would work with her.

Commissioner Novotny said she had a vinyl letter sign and it worked fine. She noted the applicant's building faces East and should not get that hot, afternoon sun.

Vice-Chair Adam stated that the Commission does not have a problem with the design of the sign, but they do want a sign that is durable. Commissioner Reid expressed concern because some signs on Main street have peeled off. They are trying to prevent this. Commissioner Smith asked if the sign was one big piece of vinyl with printing on it. Ms. Seebaum said yes. Commissioner Smith expressed her concern on what the sun might do to the vinyl. Ms. Seebaum clarified that the sign is made of wood, but the letters are made of vinyl.

Vice-Chair Adam asked that the sign going on the building does not harm the brick already in place. Ms. Seebaum explained the wall mounted sign fits the shape of the previous sign on the wall, and they will use pre-existing holes to mount the sign.

The Commission asked when the applicant would open the store. She replied the store will open on December 1<sup>st</sup>, and the grand opening will be on December 8<sup>th</sup>.

**On a motion by Vice-Chair Adam seconded by Commissioner Schmidt and carried (6-0) to approve the Design Review request with the stipulations that the HDAC approval shall expire one year from this date, and the design shall comply with all applicable Town Development Codes and all applicable building, fire and engineering codes. Additional conditions include the door and frame shall be made from wood, the glass on the door shall be centered, and the lettering shall be securely attached on the signs.**

## **PRESENTATIONS BY DEVELOPMENT SERVICES**

### **A. Home Tour Update**

Town Planner Maricella Benitez explained the Home Tour currently has five houses on the Tour and one additional house that may join the Tour. She stated that the Home Tour was looking at Trolleys with microphones and possibly having a "Unwind" stop at the Windmill Winery. Ms. Benitez said the flyer is in progress, and the brochure will be designed in future meetings. The next meeting will be on Tuesday, November 13, 2018.

### **B. Future Agendas**

Mr. Harmer explained no items were currently pending for review, but the owners of the Clum House may want a wrap-around porch on their property. Staff notified the

owners in writing that this project requires HDAC approval. Mr. Harmer has not heard back from the owners.

Mr. Harmer said a few projects may be coming up for the Downtown, but nothing solid has come forward. He stated that the status of the Rexall Drug Store project is unknown but believes that Mr. Dobson may be in the process of purchasing the building.

## **CALL TO THE PUBLIC/COMMISSION RESPONSE**

**Call to the Public** for public comment on issues within the jurisdiction of the Historic District Advisory Commission. Individual Commission members may respond to criticisms made, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Commission shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

Ruth Harrison, 855 E. Lancaster Circle, Florence, AZ:

- A request to have the sidewalks power washed in the Downtown area.

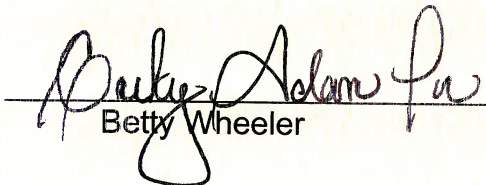
## **CALL TO THE COMMISSION/CURRENT EVENTS ONLY**

Vice-Chair Adam suggested a Design Review work session with applicants to prevent owners from returning to the drawing board after a regular meeting. The Commission also asked for a Calendar update so no future events or holidays conflict with meeting dates.

A Commissioner asked who owns the parking lot between the Rexall Drug store and the Kokopeli Saloon. Mr. Harmer said he is not sure who owns the parking lots, and he will check into the item. The Commission requested an update on the Kokopeli and Cuen buildings for the next meeting.

## **ADJOURNMENT**

**On a motion by Vice-Chair Adam, seconded by Commissioner Novotny, and carried (6-0) to adjourn the meeting at 6:34 pm.**

  
Betty Wheeler

12-26-18  
Date

**TOWN OF FLORENCE  
PLANNING AND ZONING COMMISSION**

**REGULAR MEETING MINUTES**

**MINUTES OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF FLORENCE MEETING HELD ON THURSDAY, OCTOBER 18, 2018, AT 6:00 P.M., IN THE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.**

**1. CALL TO ORDER**

**Chairman Pranzo called the meeting to order at 6:00pm**

**2. ROLL CALL:**

<b>Chairman Pranzo</b>	<b>Present</b>
<b>Vice-Chair Frost</b>	<b>Present</b>
<b>Commissioner Smidt</b>	<b>Present</b>
<b>Commissioner Shoppell</b>	<b>Present</b>
<b>Commissioner Simmonds</b>	<b>Present</b>

**Council Liaison Hawkins Absent**

**3. PLEDGE OF ALLEGIANCE**

**4. DISCUSSION/APPROVAL/DISAPPROVAL of the minutes of the work session conducted on September 27, 2018.**

**On a motion by Chairman Pranzo, seconded by Vice-Chair Frost, and carried by a 5-0 vote to approve the September 27, 2018 Work Session minutes.**

**5. NEW BUSINESS**

- A. The Planning and Zoning Commission will adjourn from Regular Meeting and convene to a Work Session to discuss the draft Sign Code. At the end of the Work Session, the Commission will adjourn from the Work Session and reconvene to the Regular Meeting.

**On a motion by Chairman Pranzo, seconded by Commissioner Smidt, and carried by a 5-0 vote to adjourn from the Regular Meeting and convene to a Work Session.**

The Planning and Zoning Commission convened to a work session on the Sign Code draft. Chairman Pranzo asked the Commission to consider the interests of commercial and residential stakeholders as they edit the draft. Chairman Pranzo stated the Commission will edit the definitions first.



Commissioner Shoppell asked for some clarification on some wording in the definitions. Vice-Chair Frost added terms such as "Sign Area" and "finished/above/below grade" to definitions and sections.

The Commission commented on grammar errors, confusing wording, the use of shall and may, and inconsistent requirements from different sections. Mr. Burkhardt made the appropriate modifications and notes on his computer copy. Commissioner Smidt left the work session at 7:36 PM.

Staff agreed on including the pictures in the code when making final changes on the Sign Code draft. The next meeting regarding the draft has not been scheduled.

**On a motion by Chairman Pranzo, seconded by Commissioner Shoppell, and carried by a 4-0 vote, due to the early leave of Commissioner Smidt, to adjourn the Work Session and reconvene to the Regular Session.**

## **6. PRESENTATIONS**

### **A. FUTURE AGENDA ITEMS/INFORMATION ONLY**

Mr. Harmer stated that there were no current events for the Commission. He said work will continue on the sign, parking, and lighting codes.

## **7. CALL TO THE PUBLIC/COMMISSION RESPONSE:**

Call to the Public for public comment on issues within the jurisdiction of the Planning and Zoning Commission. Individual Commission members may respond to criticisms made, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Commission shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

## **8. CALL TO THE COMMISSION-CURRENT EVENTS ONLY**

## **9. ADJOURMENT**

**On a motion of Chairman Pranzo, seconded by Commissioner Shoppell, and carried by a 4-0 vote to adjourn the meeting at 8:01 pm.**

 FOR

\_\_\_\_\_  
Gary Pranzo, Chairman

15 NOV 18

\_\_\_\_\_  
Date

**TOWN OF FLORENCE  
PLANNING AND ZONING COMMISSION**

**REGULAR MEETING MINUTES**

**MINUTES OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF FLORENCE MEETING HELD ON THURSDAY, NOVEMBER 15, 2018, AT 6:00 P.M., IN THE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.**

**1. CALL TO ORDER**

Vice-Chairman Frost called the meeting to order at 6:00 pm

**2. ROLL CALL:**

<b>Chairman Pranzo</b>	<b>Absent</b>
<b>Vice-Chair Frost</b>	<b>Present</b>
<b>Commissioner Smidt</b>	<b>Present</b>
<b>Commissioner Simmonds</b>	<b>Present</b>
<b>Commissioner Proulx</b>	<b>Present</b>

**Council Liaison Hawkins Present**

**3. PLEDGE OF ALLEGIANCE**

**4. DISCUSSION/APPROVAL/DISAPPROVAL of the minutes of the regular meeting conducted on October 18, 2018.**

**On a motion by Commissioner Smidt, seconded by Commissioner Simmonds, and carried by a 4-0 vote to approve the October 18, 2018 Regular Meeting minutes.**

**5. NEW BUSINESS**

**No new items**

**6. OLD BUSINESS**

**A. REVIEW/DISCUSSION/POSSIBLE ACTION** of the proposed draft text amendments to Development Code Part 7: Parking; Loading and Unloading. Motion to direct staff to proceed with the Citizen Review Process prior to conducting Public Hearings for Planning and Zoning Commission and Town Council.

The Commission went page by page through the Parking Code, asking for comments or changes. Vice-Chair Frost asked staff to clarify some sections, add illustrations, research

shade requirements, and re-evaluate the maximum allowed percentage of parking and the size of landscape islands. Staff agreed to the changes and edits.

**On a motion by Commissioner Smidt, seconded by Commissioner Simmonds, and carried by a 4-0 vote to direct staff to proceed with the Citizen Review Process for amendments to Development Code Part 7: Parking; Loading and Unloading prior to conducting Public Hearings for Planning and Zoning Commission and Town Council.**

**B. REVIEW/DISCUSSION/POSSIBLE ACTION** of the proposed draft text amendments to Development Code Part 3: Sign Regulations. Motion to direct staff to proceed with the Citizen Review Process prior to conducting Public Hearings for Planning and Zoning Commission and Town Council.

The Commission went page by page through the Sign Code, asking for comments or changes. Vice Chair Frost asked staff to change “when” to “where” in some sections, add illustrations or figures, keep the current holiday decoration timeline, and research other codes on distances between digital signs. Vice Chair Frost and Commissioner Simmonds requested staff to take out excess wording in the Section on Sign Height. Staff agreed to the changes.

**On a motion by Commissioner Smidt, seconded by Commissioner Simmonds, and carried by a 4-0 vote to direct staff to proceed with the Citizen Review Process for amendments to Development Code Part 3: Sign Regulations prior to conducting Public Hearings for Planning and Zoning Commission and Town Council.**

## **7. PRESENTATIONS**

### **A. FUTURE AGENDA ITEMS/INFORMATION ONLY**

Staff informed the Commission that there were no upcoming new agenda items.

## **8. CALL TO THE PUBLIC/COMMISSION RESPONSE:**

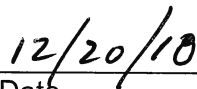
Call to the Public for public comment on issues within the jurisdiction of the Planning and Zoning Commission. Individual Commission members may respond to criticisms made, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Commission shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

## **9. CALL TO THE COMMISSION-CURRENT EVENTS ONLY**

## **10. ADJOURNMENT**

On a motion of Commissioner Smidt, seconded by Commissioner Proulx, and carried by a 4-0 vote to adjourn the meeting at 6:46 pm.

  
\_\_\_\_\_  
Gary Pranzo, Chairman

  
\_\_\_\_\_  
Date

**TOWN OF FLORENCE  
PLANNING AND ZONING COMMISSION**

**REGULAR MEETING ACTION MINUTES**

**MINUTES OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF FLORENCE MEETING HELD ON THURSDAY, DECEMBER 20, 2018, AT 6:00 P.M., IN THE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.**

**1. CALL TO ORDER**

Chairman Pranzo called the meeting to order at 6:00 pm

**2. ROLL CALL:**

Chairman Pranzo	Present
Vice-Chair Frost	Present
Commissioner Smidt	Absent
Commissioner Simmonds	Present
Commissioner Proulx	Present

Council Liaison Hawkins was absent

**3. PLEDGE OF ALLEGIANCE**

**4. DISCUSSION/APPROVAL/DISAPPROVAL of the minutes of the regular meeting conducted on November 15, 2018.**

On a motion by Chairman Pranzo, seconded by Commissioner Simmonds, and carried by a 4-0 vote to approve the November 15, 2018 Regular Meeting minutes.

**5. NEW BUSINESS**

No new items

**6. OLD BUSINESS**

- A. Staff presentation and Public Hearing to solicit input regarding Case PZ-18-34-TA, a proposed text amendment to the Town of Florence Development Code Definitions and Part 7: Parking; Loading and Unloading. Motion to direct staff to schedule a 2<sup>nd</sup> Public Hearing for Planning and Zoning Commission meeting of January 17, 2019 for possible recommendation to Town Council.

Chairman Pranzo opened a Public Hearing for the Development Code Definitions and Part 7: Parking; Loading and Unloading. Chairman Pranzo asked for Mr. Burkhardt to present the recommended changes for audiences watching online.

Mr. Burkhardt reviewed the text amendments in a PowerPoint. Mr. Burkhardt discussed the changes were due to a recent event where a church did not have adequate parking but met the minimum required parking spaces. He stated the amendments create flexibility in the existing parking requirements, update existing design review to reflect best practices, make maintenance responsibilities clear, and include new technology. Mr. Burkhardt mentioned that existing development is grandfathered in and does not need to conform to the new amendments.

Mr. Burkhardt discussed the addition of parking schedules in large lots and stated further changes will be made to landscaping requirements, paving requirements, parking access, and the minimum width of spaces. He said the text amendments reinforce language for access for fire and trash collection access into lots and encourage shared parking in commercial areas.

Mr. Burkhardt asked the Commission to continue the Public Hearing on January 17<sup>th</sup> to gather more input. On the same date, Planning and Zoning may make a recommendation to Town Council.

**On a motion by Vice-Chair Frost, seconded by Commissioner Simmonds, and carried by a 4-0 vote to continue the Public Hearing to the Planning and Zoning Commission meeting of January 17, 2019.**

**B. Staff presentation and Public Hearing to solicit input regarding Case PZ-18-33-TA, a proposed text amendment to the Town of Florence Development Code Definitions and Part 3: Sign Regulations. Motion to direct staff to schedule a 2<sup>nd</sup> Public Hearing for Planning and Zoning Commission meeting of January 17, 2019 for possible recommendation to Town Council.**

Mr. Burkhardt mentioned Staff held a neighborhood meeting and received comments from residents, a Town Council member, and a member of the Chamber of Commerce. Mr. Burkhardt stated the amendments to the Sign Code draft include an update to the terms and definitions. He said the main reason for the change is to align the Town's sign code with the recent Reed vs Gilbert Supreme Court ruling. Signs will not be based on the content, but the time, place, and manner they are displayed. Mr. Burkhardt stated some other changes include increasing some sign heights and areas, allowing more flexibility to menu boards, and allowing one electronic sign per parcel, except in the historic district.

Mr. Harmer mentioned that the same motion to keep the public hearing open would apply for this item. Vice-Chair Frost thanked Staff for the format of the illustrations that give guidance on what is expected.



**On a motion by Commissioner Proulx, seconded by Vice-Chair Frost, and carried by a 4-0 vote to continue the Public Hearing to the Planning and Zoning Commission meeting of January 17, 2019.**

## **7. PRESENTATIONS**

### **A. FUTURE AGENDA ITEMS/INFORMATION ONLY**

Mr. Harmer stated the Commission will review a comprehensive sign package for Anthem Hospital next meeting. He explained Stewart medical submitted four new signs and the Planned Unit Development (PUD) for Anthem allows for some allowances or changes. Chairman Pranzo asked if the Planned Unit Development was new. Mr. Harmer said the Planned Unit Development is not new and covers all of Anthem.

Chairman Pranzo asked if Staff had the Planned Unit Development in digital format. Mr. Harmer confirmed. Chairman Pranzo explained a Planned Unit Development is an agreement that developers use as a guideline for future projects and requested a copy for the new Commissioners. Staff agreed to supply a copy.

Vice-Chair Frost asked Staff to make a comparison of the new sign code to the requirements followed by the comprehensive sign package.

## **8. CALL TO THE PUBLIC/COMMISSION RESPONSE:**

Call to the Public for public comment on issues within the jurisdiction of the Planning and Zoning Commission. Individual Commission members may respond to criticisms made, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Commission shall not discuss or act on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

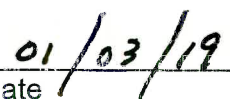
## **9. CALL TO THE COMMISSION-CURRENT EVENTS ONLY**


Chairman Pranzo wished everyone a happy, safe holiday and looked forward to seeing everyone in the new year.

## **10. ADJOURMENT**

**On a motion of Commissioner Simmonds, seconded by Commissioner Proulx, and carried by a 4-0 vote to adjourn the meeting at 6:35 pm.**

  
\_\_\_\_\_  
Gary Pranzo, Chairman

  
\_\_\_\_\_  
Date

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>7a.</b>
<b>MEETING DATE:</b> January 22, 2019  <b>DEPARTMENT:</b> Administration  <b>STAFF PRESENTER:</b> Lisa Garcia, Deputy Town Manager/Town Clerk  <b>SUBJECT:</b> Resolution No. 1686-19 adopting the 2019 Town Council Rules of Procedure		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input checked="" type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Motion to adopt Resolution No. 1686-19: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE FLORENCE TOWN COUNCIL RULES OF PROCEDURE, EFFECTIVE FEBRUARY 22, 2019.

**BACKGROUND/DISCUSSION:**

In November 2018, staff provided the Mayor and Town Council copies of the Town Council Rules of Procedure. Members of Council have provided written comments to the Clerk's Office. All comments have been included and incorporated in the 2019 version of the Town Council Rules of Procedure. On January 3, 2019, the Council reviewed Rules of Procedure during a work session to discuss possible changes. All comments from the Mayor and Council have been incorporated into the policy revisions.

**A VOTE OF NO WOULD MEAN:**

The rules would not be adopted, and Resolution No. 1621-17 would remain the official Council Rules of Procedure.

**A VOTE OF YES WOULD MEAN:**

The Council Rules of Procedure would be adopted effective February 22, 2019.

**FINANCIAL IMPACT:**

Not applicable

**ATTACHMENTS:**

Council Rules of Procedure

**RESOLUTION NO. 1686-19**

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE FLORENCE TOWN COUNCIL RULES OF PROCEDURE, EFFECTIVE FEBRUARY 22, 2019.**

**WHEREAS**, the Florence Town Council desires to amend the policies and procedures for conducting business; and

**WHEREAS**, the Florence Town Council desires the policy to be consistent with the Town Code.

**NOW, THEREFORE BE IT RESOLVED** by the Mayor and Council of the Town of Florence, Arizona, that the Florence Town Council Rules of Procedures are hereby amended effective February 22, 2019.

**PASSED AND ADOPTED this 22<sup>nd</sup> day of January 2019.**

\_\_\_\_\_  
Tara Walter, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lisa Garcia, Town Clerk

\_\_\_\_\_  
Clifford L. Mattice, Town Attorney

**Town of Florence  
Town Council  
Rules of Procedure  
2019**

**SECTION 1. RULES OF PROCEDURE/AUTHORITY**

**1.1 PROCEDURES**

The following are the basis for and are used in conjunction with these Rules of Procedure for meetings of the Town Council:

- A. Arizona Open Meeting Law (ARIZ. REV. STAT. § 38-431 *et seq.*, as amended)
- B. Town Code
- C. Town of Florence Parliamentary Procedures Simplified
- D. Roberts Rules of Order, as amended

**1.2 PARLIAMENTARIAN**

Town Council Meetings: The Town Attorney shall serve as Parliamentarian for all Town Council Meetings. The Town Clerk shall act as Parliamentarian in the absence of the Town Attorney.

Boards/Commissions/Committees: The Council Liaison shall serve as Parliamentarian for each respective board, commission, or committee.

**SECTION 2. DEFINITIONS**

**2.1 AGENDA**

As set forth in Section 6 below, an Agenda is the formal description of items to be considered by the Town Council at a noticed meeting of the Town Council. The final Agenda must be posted at least 24 hours prior to the Town Council's meeting.

**2.2 CALL TO THE PUBLIC**

Call to the Public for public comment on issues within the jurisdiction of the Town Council. Council rules limit public comment to three minutes. Individual Councilmembers may respond to criticism made by those commenting, may ask staff to review a matter raised or may ask that a matter be put on a future agenda (See Section 7.1, Agenda Items Submittal). However, members of the Council shall not discuss or act on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action. This disclaimer will appear on the first Call to the Public listing on the agenda. The Mayor will read the disclaimer into the record at each meeting.

**2.3 CALL TO THE COUNCIL- CURRENT EVENTS ONLY** Members of the public body may present a brief summary of current events without listing in the agenda the specific matters to be summarized, provided that the summary is listed on the agenda and that

the public body does not propose, discuss, deliberate or take legal action at that meeting on any matter in the summary unless the specific matter is properly noticed for legal action. (A.R.S. § 38-431.02(K)). Reports that address matters other than a summary of current events or that are delivered by someone other than an official of the public body do not come within the provision authorizing current events summaries and must comply with the agenda requirements of the Open Meeting Law. Public bodies should limit the use of the current events summary provision to appropriate situations and should strive to provide as much advance information as possible to the public.

In accordance with state law, the members of the public body may not support or oppose a candidate for nomination or election to public office or the recall of a public officer or supporting or opposing a ballot measure, question or proposition, including any bond, budget or override election and supporting or opposing the circulation of a petition for the recall of a public officer or a petition for a ballot measure, question or proposition in any manner that is not impartial or neutral.

## **2.4 COUNCIL PACKET**

The Town Council agenda packet is comprised of documents supporting the items listed on the agenda and requiring Council action, which may be used by Town Council, staff, and the public for more in-depth information than may be presented in an oral report. The packet is organized, as set forth in Section 7 below, and is provided to the Town Council and made available to the public on the Town's website.

## **2.5 EXECUTIVE SESSION**

Upon a public majority vote of the members constituting a quorum, a public body may hold an executive session but only for the following purposes:

- A. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting.
- B. Discussion or consideration of records exempt by law from public inspection, including the receipt and discussion of information or testimony that is specifically required to be maintained as confidential by state or federal law.
- C. Discussion or consultation for legal advice with the attorney or attorneys of the public body.
- D. Discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or

contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation.

- E. Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations with employee organizations regarding the salaries, salary schedules or compensation paid in the form of fringe benefits of employees of the public body.
- F. Discussion, consultation or consideration for international and interstate negotiations or for negotiations by a city or town, or its designated representatives, with members of a tribal council, or its designated representatives, of an Indian reservation located within or adjacent to the city or town.
- G. Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property.

## **2.6 MEETINGS**

A meeting is the gathering, in person or by technological devices, of a quorum of members, at which they discuss, propose or take legal action, including any deliberations by a quorum with respect to such action. If a quorum is not present, those in attendance will be named for the record and in the absence of the Presiding Officer, the Town Clerk or departmental liaison will adjourn the meeting.

## **2.7 MANAGER REPORT**

The only report that can be given without listing the contents of the presentation is the brief summary of current events by the chief administrator, the presiding officer of the Council, or a member under A.R.S. § 38-431.02(K). A generic agenda item, such as "Police Department Report, "Fire Department Report," or "Executive Director Report" does not satisfy the requirement that the agenda provide information that is "reasonably necessary to inform the public of the matters to be discussed or decided", A.R.S. § 38-431.02(H). No action is expected as a result of the reports, which are provided to the Council and public for informational purposes only. All reports discussed as part of the Town Council meeting will have written reports that are included in the Town Council packet and posted as part of the official agenda packet online. The Town Manager shall provide a written report once a month.

## **2.8 NEWSPAPER**

Typically, a daily or weekly publication of general circulation within the Town of Florence containing news, feature articles, editorials, and general advertisements.

## **2.9 NOTICE**

A formal announcement to the public that sets forth the name of the public body, date, time and place for which a meeting of the Town Council will be held. Giving formal



notice of meetings is done as provided by Statute, Town Code, or other rules or regulations of the Town.

## **2.10 ORDINANCE**

An ordinance is a Town Council action setting forth a rule of public conduct that is considered long-term and may prescribe a penalty for violations thereof. Long-term rules include, but are not limited to, zoning issues, annexations, abandonments and Town laws. The ordinance, in addition to being referenced by number in the minutes, will be recorded and maintained in numerical sequence as a permanent record of the Town in a separate set of books. Effective dates of ordinances shall be as provided by law.

## **2.11 PUBLIC BODY**

Town Council, all boards, committees, and commissions of the Town, and any specially seated board, commission, committee, or sub-committee of the Town whose members are appointed by the Mayor with the approval of the Town Council.

## **2.12 QUORUM**

A quorum is the minimum number of members of the Town Council, Board or Commission that must be present for business to be legally transacted.

With a seven-member body, a quorum (by State Statute) is four members.

A quorum for a five-member body is three members.

## **2.13 RESOLUTION**

A resolution is a more formal type of motion normally utilized to set forth policy of the Town. The resolution, in addition to being referenced by number and brief title in the minutes, will be recorded as provided by law and maintained in numerical sequence as a permanent record of the Town in a separate set of books. Resolutions are used for various reasons, such as when specifically required by law, when needed as a separate evidentiary document to be transmitted to another governmental agency, or where the frequency of future references back to its contents warrants a separate document to facilitate such future reference and research. Effective dates of resolutions shall be as provided by law.

## **SECTION 3. PRESIDING OFFICER**

### **3.1 PRESIDING OFFICER**

As provided by the Town Code, the Mayor, or in the Mayor's absence, the Vice-Mayor is the Presiding Officer of all meetings of the Town Council.

In the absence or disability of both the Mayor and the Vice-Mayor, the meeting shall be called to order by the Town Clerk, whereupon, the Town Clerk shall immediately call for the selection of a temporary Presiding Officer. The Councilmembers present shall, by majority vote, select a Presiding Officer for that meeting.

Upon the arrival of the Mayor or the Vice Mayor, the Vice Mayor or the temporary Presiding Officer shall immediately relinquish the chair upon the conclusion of the business immediately before the Town Council.

### **3.2 ROBERT'S RULES OF ORDER**

The Presiding Officer, or Town Council, may suspend strict observance of these Rules of Procedure, other policies and procedures, and any applicable provision of Robert's Rules of Order for the timely and orderly progression of the meeting. In the event of a conflict between these rules and Robert's Rules of Order, these rules shall govern.

## **SECTION 4. MEETINGS**

### **4.1 REGULAR MEETINGS**

The Florence Town Council shall hold Regular Meetings at 6:00 p.m. on the first and third Monday of each month, in the Council Chambers, located at 775 N. Main Street, or another place, date or time as determined by the Town Council. The Council will hold one meeting per month during the months of July and December. Council will hold a meeting the third Monday in July and the first Monday in December. Meetings are held for the purpose of discussion or action of the Town Council on various issues deemed necessary to further the business of the Town. These meetings may provide for "Citizen Comments/Call to the Public".

- A. When the Regular Meeting of the Town Council falls on a legal holiday, no meeting shall be held on such holiday, but said meeting may be held at the same time and the same location on the next succeeding business day thereafter that is not a holiday or at such other time as designated by the Town Council. The Town Council will take appropriate action to publicly announce such a change and will instruct the Town Clerk to publish the agenda in accordance with state law.

### **4.2 ADJOURNED MEETINGS**

Any meeting may be adjourned to a time, place and date certain, but not beyond the next Regular Town Council Meeting. Once adjourned, the meeting may not be reconvened except at the time, date, and place provided for in the motion. A motion to continue an item on the Council Agenda shall not be considered a motion to adjourn.

### **4.3 SPECIAL MEETINGS**

- A. A special meeting of the Town Council may be called by the Mayor or Town Manager or at the request of two Councilmembers, for a time not earlier than 24 hours after the later of (i) the notice being given to all Councilmembers or (ii) the Agenda being posted, except in the case of an actual emergency. In the case of an actual emergency, such notice as is practicable under the circumstances shall be given. Notice of all such Town Council meetings must be made pursuant to State law.

- B. Special Meetings are held for the purpose of presentations, discussion, citizen comment or formal action of the Town Council on various issues as deemed necessary to further the business of the Town.

#### **4.4 WORK SESSIONS**

Work Sessions are held for the purpose of presentations and discussions on issues that require more in-depth consideration of the Town Council than may be possible at a Regular Meeting. No formal action of the Town Council may be taken at such meetings, other than general consensus or conveying direction to staff for further action. These meetings shall not provide for "Public Comment" unless the presiding officer invites public comment as part of the work session at the time of the meeting. Work Sessions are held on the second or fourth Mondays when necessary.

#### **4.5 EXECUTIVE SESSIONS**

The Town Council may hold an Executive Session pursuant to Arizona Revised Statute § 38-431.01 *et seq.*

#### **4.6 EMERGENCY MEETINGS**

As provided for in state statutes, the Mayor, the Town Manager or two members of Town Council may call an Emergency Meeting to discuss or take action on an unforeseen issue where time is of the essence and there is not sufficient time for posting of a meeting notice 24 hours or more before the meeting. Notice of an Emergency Meeting will be posted within 24-hours following the holding of an Emergency Meeting. The notice will include the agenda and a brief but complete description of the nature of the emergency. Emergency Meetings shall not provide for a "Public Comment".

#### **4.7 MEETINGS TO BE OPEN TO THE PUBLIC**

- A. With exception of Council Executive Sessions, all Regular Meetings, Special Meetings, Work Sessions and Emergency Meetings of the Town Council shall be open to the public.
- B. All Public Meetings may be recorded or photographed by means of audio, video or photographic equipment; provided that there is no interference in the orderly conduct of the meeting and that said equipment is placed in non-hazardous locations as designated by the Town's Staff.

#### **4.8 MINUTES OF COUNCIL MEETINGS**

- A. The Town Clerk's Office shall provide staff support at all Regular, Special, Work Session and Emergency Meetings of the Town Council for the purpose of taking notes and/or audio recordation of the meeting.
- B. Written action minutes, instead of verbatim minutes, shall be taken so a brief accounting of the issues discussed, and actions taken is compiled and entered into the permanent minute book of the Town and kept on file and of record in the

Office of the Town Clerk. The minutes shall reflect Councilmember attendance for the entire meeting. If a Councilmember arrives late or leaves early, then the minutes should reflect when the Councilmember arrived/left.

Open Meetings may be recorded by means of audio or video technology. Audio or video recordings of meetings will be retained in accordance with the current State of Arizona approved Records Retention and Disposition Schedules.

- C. All minutes of the Town Council are deemed to be public records, except for Executive Session minutes which, while they fall under the definition of and are considered public records by State Statute, are deemed confidential and are only available under limited conditions or by court order. Transcribed minutes, or the audio or video recording of all Open Meetings of the Town Council, must be on file in the Office of the Town Clerk and available for public review by 5:00 p.m. on the third working day following each meeting or as provided by Arizona Revised Statutes, whichever is sooner.
- D. Minutes of Executive Sessions shall be confidential, are maintained and secured by the Town Clerk and may be accessed only as provided by Arizona Revised Statutes.

## **SECTION 5. NOTICES AND AGENDAS**

### **5.1 PREPARATION AND POSTING NOTICES**

- A. The Town Clerk shall prepare all Public Meeting Notices of the Town Council and shall ensure posting of the meeting notices in accordance with Arizona Revised Statute, § 38-431.02.C.
- B. Formal notices, such as notices of public hearings, notice of bid, or other formal notices shall be posted on the Town's website: [florenceaz.gov](http://florenceaz.gov).

### **5.2 PREPARATION AND POSTING OF AGENDAS**

- A. The Town Clerk shall prepare all Public Meeting Notices of the Town Council, and, except for permitted statutory exceptions, shall ensure posting of the meeting notices not less than 24 hours before the date and time set for said meetings, in accordance with Arizona Revised Statute, § 38-431.02.C.
- B. Town Council, Town Board and Commission agendas shall, at a minimum, be posted in the following locations:
  - 1. Town Hall, 775 N. Main Street, Florence, Arizona, 85132
  - 2. [florenceaz.gov](http://florenceaz.gov)

### **5.3 POSTING OF ORDINANCES WITH A PENALTY CLAUSE:**

- A. An ordinance with a Penalty Clause shall be posted in the following locations:

1. Town Hall, 775 N. Main Street, Florence, Arizona 85132
2. Florence Police Department, 425 N. Pinal Street, Florence, Arizona 85132
3. Florence Fire Station No. 2, 2035 N. Hunt Highway, Florence, Arizona 85132

#### **5.4 AGENDAS**

- A. The Town Clerk shall prepare the Agendas for all meetings of the Town Council, as set forth in Section 6 below or as directed by the Mayor, through the Town Manager. Agendas of all meetings of the Town Council shall be available to the public not less than 24 hours prior to said meetings, except for permitted statutory exceptions.
- B. Agendas are made available through the Town's website as a convenience and, upon request, will be provided at no charge to political subdivisions or educational institutions.

#### **5.5 DISTRIBUTION OF NOTICES AND AGENDAS**

- A. The Town Clerk shall ensure that the Mayor and Town Council receive copies of all Town Council Meeting Notices and Agendas, and any documentation provided for said meeting, not less than 24 hours prior to the meeting, except for permitted statutory exceptions.
- B. The Town Clerk shall provide the Town Council meeting notices, agendas and documentation, as deemed necessary, to the Town Manager and the Town Attorney. Courtesy copies will be available to the press. Meeting notices, agenda, and agenda packets are posted on the Town's website, not less than 24 hours prior to said meeting.
- C. The Town Clerk may amend a published agenda, but not less than 24 hours prior to the designated meeting and only upon receipt of direction from (i) the Mayor or two members of the Town Council acting through the Town Manager or (ii) the Town Manager. Scrivener's errors may be corrected any time prior to the meeting. Amended agendas will indicate the date amended.

### **SECTION 6. ORDER OF BUSINESS**

#### **6.1 ORDER OF BUSINESS**

The Order of Business of each meeting shall be as contained in the agenda as prepared by the Town Clerk. The Agenda shall be a sequentially numbered listing by topic and a brief description of business agenda items, including a dollar amount where appropriate, that shall be taken up for consideration.

## **6.2 REGULAR MEETINGS**

The typical form of the agenda shall be as follows and may be changed as necessary:

**CALL TO ORDER**

**ROLL CALL**

**EXECUTIVE SESSION**

**COMMUNITY FACILITIES DISTRICT OR BOARD OF ADJUSTMENTS**

**MOMENT OF SILENCE**

**PLEDGE OF ALLEGIANCE**

**CALL TO THE PUBLIC** - Topics are limited to items on the Town Council Agenda. Speaker must fill out a form and give it to the Town Clerk prior to the meeting (See Section 6.8).

**PUBLIC HEARINGS**

**RECOGNITION ITEMS/PRESENTATIONS**

**CONSENT AGENDA** (See Section 6.9)

**UNFINISHED BUSINESS**

**NEW BUSINESS** (action or informational items)  
**ITEMS SUBMITTED BY PUBLIC/APPLICANTS**  
**COUNCIL SUBMITTED ITEMS**  
**MANAGER SUBMITTED ITEMS**

**MANAGER REPORT/DEPARTMENT REPORTS**

Provided at the second meeting of the month.

**CALL TO THE PUBLIC** Topics are limited to items under the jurisdiction of the Florence Town Council. Speaker must fill out a form and give it to the Town Clerk prior to Call to the Public (See Section 6.8).

**CALL TO THE COUNCIL**

**EXECUTIVE SESSION**

**ADJOURNMENT**

All agendas will have the following statement placed at the bottom of the agenda:



DATE/TIME POSTED:

Any individual with a qualified disability may request a reasonable accommodation by contacting the ADA Coordinator at 520-868-7574 at least 72 hours prior to the Town Council meeting.

### **6.3 SPECIAL MEETINGS**

- A. If a Special Meeting is being held in place of a Regular Meeting, the agenda shall be as set forth for a Regular Meeting.
- B. For all other Special Meetings, the Agenda will typically be prepared in the following order:

**CALL TO ORDER**

**ROLL CALL**

**EXECUTIVE SESSION**

**PLEDGE OF ALLEGIANCE**

**CALL TO THE PUBLIC**

**PUBLIC HEARINGS**

**UNFINISHED BUSINESS**

**NEW BUSINESS**

**CALL TO THE PUBLIC**

**CALL TO THE COUNCIL – CURRENT EVENTS ONLY**

**EXECUTIVE SESSION**

**ADJOURNMENT**

### **6.4 WORK SESSION MEETINGS**

Work Sessions provide the Town Council an opportunity to discuss items in a study session. No action may be taken at a Work Session. The meeting is open to the public, but the public is not provided a platform to speak unless requested by the Presiding Officer. A Work Session agenda is prepared in the following order.

**CALL TO ORDER**

**ROLL CALL**

**AGENDA ITEMS FOR DISCUSSION:** No Action/Discussion only.

## **ADJOURNMENT**

### **6.5 ITEMS TO BE TAKEN IN ORDER**

- A. The Presiding Officer, or the members by consensus, may consider items out of sequence from the printed Agenda for the meeting.
- B. Action may be taken on all items listed for action on the Agenda. In the event of an emergency, action may be taken on items not listed on the Agenda; however, the action must subsequently be given proper public notice in accordance with Arizona Revised Statutes § 38-431.02, as amended.

### **6.6 ROLL CALL ATTENDANCE**

The Presiding Officer shall direct the Town Clerk to call the Roll, and the names of Councilmembers both present and absent shall be entered into the minutes.

Roll Call shall be taken at the following times during a meeting:

- A. Calling the Meeting to Order.
- B. Entering into Executive Session.
- C. Adjourning to the Board of Adjustments.
- D. Adjourning to a Special Districts Board.

Only the first Roll Call will be a voice Roll Call, all others will be reported by the Town Clerk.

### **6.7 SCHEDULED PUBLIC APPEARANCES**

**Scheduled Public Appearances** allow citizens to speak on a specific item before the Town Council, including presentation of petitions, according to the following process:

- A. A written request shall be submitted to the Town Clerk for review by the Town Manager not less than five days prior to the Town Council meeting at which the person desires the item to be heard.
- B. The Town Manager or designee shall research the issue to determine if it may be handled administratively or will require Town Council discussion. If it is determined that the matter should be placed before the Town Council, the Town Manager shall ensure that documentation, if any, is compiled and the material forwarded to the Town Clerk in the same manner as other issues presented to the Town Council.
- C. If the Town Manager determines that the subject should not be placed on a Council Agenda, the Town Clerk shall notify the citizen that their request for

action/input will not be placed on the agenda but forwarded to the appropriate department.

- D. The Mayor, two members of the Town Council or the Town Manager may request that an item be placed on the Council Agenda; the Town Clerk shall place the item on the next Regular Meeting Agenda and advise the citizen of the meeting date and time.

## **6.8 NON-SCHEDULED APPEARANCES/CALL TO THE PUBLIC**

- A. Call to the Public is for public comment on issues within the jurisdiction of the Town Council. Council rules limit public comment to three minutes; however, the time limit may be waived by the presiding officer. Individual Councilmembers may respond to criticism made by those commenting, may ask staff to review a matter raised or may ask that a matter be put on a future agenda per section 7.1. However, members of the Council shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action. This disclaimer is intended for both Calls that appear on the agenda, but the written comment will appear only on the first Call to the Public listed on the agenda. The Mayor will read the disclaimer into the record at each meeting.
- B. All citizens and interested parties wishing to speak before the Town Council at "Call to the Public" shall complete a speaker form located at the back of the Town Council chambers and submit the form to the Town Clerk, or designee prior to Call to the Public.
- C. By policy, the Town Council will refrain from commenting on the remarks given during "Call to the Public". At the conclusion of all public comment sections of the meeting, the Mayor or any Councilmember may take any or all of the following actions:
  - 1. Respond to Criticism.
  - 2. Ask Staff to review the matter.
  - 3. Ask that the matter be put on a future Agenda.
  - 4. Thank the citizens for their comments.

### **D. Limitations Regarding Call to the Public:**

- 1. The Presiding Officer may limit the number of speakers heard on non-Agenda topics at any single meeting to allow the meeting to proceed and end in a timely manner.
- 2. Oral communications during the Town Council meeting may not be used to lodge charges or complaints against any employee of the Town, regardless of whether such employee is identified in the presentation by name or by any other reference that tends to identify him/her. Any such charges or

complaints against employees shall be submitted during normal business hours to the Town Manager for appropriate action.

## **6.9 CONSENT AGENDA**

- A. The Consent Agenda includes items that (i) are of such a nature that discussion may not be required, (ii) are included in the annual budget, (iii) are under \$100,000 (iv) or have been previously studied by the Town Council. These items are adopted by a single motion and affirmative vote of a majority of the Town Council.
- B. There is no discussion on items listed under the Consent Agenda; however, a member of the Town Council or a member of the public may request that an item or items be removed for discussion.
- C. Items removed from the Consent Agenda are considered in their normal sequence as listed on the Agenda, unless called out of sequence as provided in Section 6.5 above.

## **6.10 PUBLIC HEARINGS**

- A. Generally, Public Hearings, other than those of a quasi-judicial nature, shall be conducted in the following Order:
  - 1. The Presiding Officer will announce the matter that is set forth for a Public Hearing and, if appropriate, ask the staff to provide a short summary of the matter.
  - 2. The Presiding Officer will then ask the applicant, if appropriate, to speak.
  - 3. At the conclusion of the Staff Report and/or presentation by the applicant, the Presiding Officer will open the Public Hearing for comments from the public.
  - 4. After all public comments are heard; the Presiding Officer will close the Public Hearing and may ask staff or the applicant to respond to the comments.
  - 5. The Presiding Officer may then call for a motion and second, if applicable, and/or ask if Town Council wishes to discuss the motion/item. Town Council may then proceed to discuss the matter.
  - 6. Upon the conclusion of discussion, the Presiding Officer will call for action on the motion.
  - 7. Exhibits, letters, petitions and other documentary items presented or shown to the Town Council during a Public Hearing shall become part of the record of the Public Hearing and a copy thereof shall be submitted to the Town Clerk.

- B. Questions or comments from the public shall be limited to the subject under consideration. Depending upon the extent of the Agenda, and the number of persons desiring to speak on an Issue, the Presiding Officer may, upon consensus of the Town Council at the beginning of the hearing, limit testimony. Upon approval of the Town Council, persons may be allowed to speak longer than three minutes. Councilmembers may ask the individual speaker questions, and the speaker may respond.
- C. Quasi-judicial hearings shall be conducted in accordance with the principles of due process, and the Town Attorney shall advise the Town Council in this regard.

#### **6.11 BUSINESS ITEMS/ACTION ITEMS**

- A. At the time each business item is presented to Town Council, the staff will give a brief summary of the item, and the applicant, if applicable, may speak. The Mayor will then provide for citizen input and comments, as requested, prior to the meeting.
- B. Those speaking before the Town Council will be allowed three minutes to address the Council; time limits may be waived upon consensus of the Town Council. Such three-minute limit shall not apply to the applicant's presentation.
- C. The purpose of all public comments is to provide information and the speaker's views for Town Council consideration. It is not appropriate for the speakers to question directly or debate the matter under consideration with staff, other speakers, the audience or members of the Town Council. All comments shall be addressed through the Presiding Officer. After being recognized by the Presiding Officer, Councilmembers may question the speakers, any applicant's representatives or Town staff. Except when answering a direct question from a Councilmember, all remarks shall be addressed to the Town Council as a whole, and not to individual members; provided; however, that all responses shall be directed through the Presiding Officer.
- D. Proper decorum must be observed by Councilmembers, by speakers providing testimony and remarks and by the audience. In order to conduct an orderly business meeting, the Presiding Officer shall keep control of the meeting and shall require the speakers and audience to refrain from abusive or profane remarks, disruptive outbursts, applause, protests or other conduct that disrupts or interferes with the orderly conduct of the business of the meeting. Personal attacks on Councilmembers, Town Staff or members of the public are not allowed. It is inappropriate to utilize the Public Hearing or other Agenda item for the purpose of making political speeches, including threats of political action. Engaging in such conduct and failing to cease such conduct upon request of the Presiding Officer will be grounds for ending a speaker's time at the podium or, at the direction of the Presiding Officer, for removal of any disruptive person from the Council Chambers.

## **6.12 INFORMATION ITEMS**

Mayor and Councilmembers may present or discuss information items only if the specific matter is listed on the posted Agenda.

## **6.13 ADJOURNMENT**

The meeting is adjourned by a motion to adjourn, a second and an affirmative vote of the majority.

## **6.14 RECESS/BREAK**

The Presiding Officer or a member of Council may call a recess/break, if necessary, during the course of a public meeting.

## **SECTION 7. AGENDA PREPARATION**

### **7.1 AGENDA ITEM SUBMITTALS: REGULAR/SPECIAL/WORK SESSION**

Items may be placed on the Agenda for Town Council discussion and possible action by (i) the Mayor acting through the Town Manager, (ii) two Members of Council acting through the Town Manager or (iii) the Town Manager.

### **7.2 AGENDA ITEM SUBMITTALS FOR TOWN COUNCIL EXECUTIVE SESSIONS**

Items may be placed on the Agenda for Council Executive Session discussion if in compliance with the Town Code and applicable State Statutes by the following process:

- A. Items may be placed on an Agenda for Executive Session discussion by (i) the Mayor acting through the Town Manager, (ii) two Council members acting through the Town Manager or (iii) the Town Manager.
- B. The Town Attorney shall review all items submitted for Executive Session discussion, prior to placement on the Agenda, to ensure that the item is legally permissible to be discussed in Executive Session, pursuant to Arizona Revised Statute § 38-431.03. If permissible, the Town Clerk shall place notice of such Executive Session discussion on the Agenda.

### **7.3 COUNCIL PACKETS**

Town Council agenda packets contain the Agenda, unapproved Minutes of previous Town Council Meetings, Town Council communications and any ordinances, agreements or resolutions to be acted upon including documentation that may be attached to support items contained on an Agenda for all noticed meetings of the Town Council.

Agenda packets for ALL noticed Town Council Meetings (except Executive Session documentation) are made available to Councilmembers by the Town Clerk's Office. Every effort will be made to distribute complete packets by the Wednesday prior to each Regular Town Council Meeting and not less than 24 hours prior to any Special Town Council Meeting.



## **SECTION 8. PROCEDURES FOR CONDUCTING THE MEETING**

### **8.1 CALL TO ORDER**

All meetings of the Town Council shall be called to order by the Presiding Officer or in his/her absence, the Vice-Mayor. In the absence or disability of both the Mayor and the Vice-Mayor, the meeting shall be called to order by the Town Clerk, whereupon, the Town Clerk shall immediately call for the selection of a temporary Presiding Officer. The Councilmembers present shall, by majority vote, select a Presiding Officer for that meeting.

### **8.2 PARTICIPATION OF PRESIDING OFFICER**

The Presiding Officer may move, second, debate and vote from the Chair, subject only to such limitations of debate as are imposed on all Councilmembers, and he/she shall not be deprived of any of the rights and privileges of a Councilmember by reason of his/her acting as Presiding Officer; however, the Presiding Officer is primarily responsible for the conduct of the meeting.

### **8.3 QUESTION TO BE STATED**

The Presiding Officer shall verbally restate each question immediately prior to calling for discussion and/or the vote. Following the vote, the Presiding Officer shall verbally announce whether the question was carried or was defeated. The Presiding Officer may also publicly state the effect of the vote for the benefit of the audience before proceeding to the next item of business.

### **8.4 MAINTENANCE OF ORDER**

The Presiding Officer is responsible for the maintenance of order and decorum at all times. No person is allowed to speak unless they have first been recognized by the Presiding Officer. All questions and remarks shall be addressed to the Presiding Officer.

## **SECTION 9. RULES/DECORUM/ORDER**

### **9.1 POINTS OF ORDER**

The Presiding Officer shall, after consultation with the Parliamentarian, determine all Points of Order, subject to the right of any Councilmember to appeal to the entire Town Council. If any appeal is taken, the question (motion) shall be: "Shall the decision of the Presiding Officer be sustained?" In which event, following a second, a majority vote shall govern, and conclusively determine such question of order.

### **9.2 ORDER AND DECORUM**

#### **A. Councilmembers:**

1. Any Councilmember desiring to speak shall address the Presiding Officer and, upon recognition by the Presiding Officer, may speak. The Presiding Officer shall not unreasonably withhold such recognition; however, the Presiding Officer may choose to not recognize similar or repetitive discussions or motions which would delay the meeting.

2. When two or more Councilmembers wish to speak, the Presiding Officer shall determine the order of speaking and recognize the first speaker.
  3. While a Councilmember is speaking, no other Councilmember shall interrupt except to make a point of order or point of personal privilege.
  4. When a motion is made and seconded, the Presiding Officer shall ensure that the debate is confined to the motion.
  5. The Town Council may agree to limit debate on any matter before it. A limit may be formalized by a majority vote of the Town Council or the Presiding Officer may announce time limits on any Agenda item with the consensus of a majority of the Town Council.
  6. Any Councilmember may call for a previous question on any issues under debate. The call for previous question must receive a second and then receive at least a two-thirds vote. Passage of a motion to address the previous question terminates all debate on the original motion. The Town Council shall immediately vote on such motion.
  7. The Town Council will not tolerate harassment, personal attacks or discrimination against each other or by members of appointed boards, commissions or committees. No one shall be subject to unwelcome verbal or physical conduct that shows hostility based upon gender, race, ethnicity, sexual orientation, religion, age, disability or national origin. Any Councilmember or appointee who violates this provision will be subject to removal from the meeting. Any Councilmember or appointee acting in violation of this policy may also be subject to censure or other punishments prescribed in the Town Code.
  8. If a Councilmember acts in violation of these rules, the Presiding Officer shall, or any Councilmember may, call that Councilmember to order. The Councilmember so called shall immediately cease speaking but may appeal to the Town Council. The Town Council shall decide the appeal without debate. If the appeal is granted, such Councilmember may continue speaking on the matter. If the appeal is denied, such Councilmember shall remain silent on the matter. Any Councilmember acting in violation of these rules is subject to censure or other punishment as the Town Council, by three quarters vote of the other Councilmembers present, deems just and proper under the law.
- B. Employees: Members of the administrative staff and employees of the Town shall observe the same rules of procedure and decorum applied to members of the Town Council. The Town Manager shall ensure that all Town employees observe such decorum. Any staff members, including the Town Manager,

desiring to address the Town Council or members of the public shall first be recognized by the Presiding Officer.

- C. Public: Members of the public attending the Town Council meetings shall observe the same rules of order and decorum applicable to the Town Council. Unauthorized remarks or demonstrations from the audience, such as applause, stamping of feet, whistles, boos, yells, and/or other demonstrations shall not be permitted. The Presiding Officer may, after issuing a verbal warning to persons causing such disturbances, direct a police officer to remove such offender(s) from the meeting.

### **9.3 ENFORCEMENT OF DECORUM**

Proper decorum is to be maintained during all meetings by the Town Council, staff and guests. It is the responsibility of the Mayor or other person acting as Presiding Officer of the meeting to ensure compliance with this Policy. A police officer may be directed by the Mayor or Presiding Officer to remove from the meeting, after a verbal warning, any person whose conduct is disorderly or disruptive.

### **9.4 PROCEDURES IN ABSENCE OF RULES**

In the absence of a rule herein to govern a point or procedure, Robert's Rules of Order, Newly Revised, shall be used as a guide.

### **9.5 RULINGS OF PRESIDING OFFICER ARE FINAL, UNLESS OVERRULED**

In presiding over Town Council Meetings, the Presiding Officer shall decide all questions of interpretation of these rules, points of order, or other questions of procedure requiring rulings. In making such determinations, the Presiding Officer may solicit the opinion of the Town Attorney, or other such person serving as the Parliamentarian of the Town Council.

### **9.6 APPEAL THE RULING OF THE PRESIDING OFFICER**

Any procedural decision or ruling of the Presiding Officer shall be final; however, immediately following the Presiding Officer's ruling, a motion and second to appeal the ruling can be made and the ruling can be overridden or suspended by a majority vote of the Councilmembers present and voting. If not appealed, the Presiding Officer's ruling shall be binding and legally effective for purposes of the matter under consideration.

## **SECTION 10. ADDRESSING THE COUNCIL**

### **10.1 PERSONS AUTHORIZED TO APPROACH COUNCIL DAIS AREA**

During a Town Council Meeting, no person except Town Officials shall be permitted within the area in front of the Town Council dais without the invitation or consent of the Presiding Officer.

### **10.2 MANNER OF ADDRESSING THE COUNCIL**

- A. Any member of the public desiring to address the Town Council shall proceed to the podium after having been recognized by the Presiding Officer. There shall be

no loud vocalization (shouting or calling out) from the seating area of the Council Chamber. At the podium, he/she shall clearly state his//her name for the record.

- B. Within 72 hours notice, special assistance can be provided for any individual with a qualified disability. Please call the ADA Coordinator at 520-868-7574 to request an accommodation to participate in a Public Meeting.

### **10.3 ADDRESSING THE COUNCIL AFTER MOTION IS MADE**

After a motion has been made, or after a Public Hearing has been closed, public comment shall not be allowed without a request from a Councilmember or the Presiding Officer.

## **SECTION 11. MOTIONS**

### **11.1 PROCESSING OF MOTIONS**

- A. When a motion is made and seconded, it shall be stated by the Presiding Officer before debate.
- B. The maker has the right to modify his/her motion as he/she pleases, or to withdraw it entirely. If the motion is modified, the member who has seconded it has the right to withdraw his/her second.
- C. If a modification to a motion made by another Councilmember is accepted by the maker of the motion, then the Councilmember who seconded the unmodified motion shall be requested to reaffirm his/her second after modification. If the Councilmember refuses to reaffirm his/her second, the second is presumed made by the suggestor of the modification.
- D. In the case of a tie in votes on any motion, the motion shall be considered lost.

### **11.2 DIVISION OF QUESTION**

If the question contains two or more propositions that could be divided, the Presiding Officer may, upon the request of a Councilmember, divide the propositions into separate questions.

### **11.3 MOTION TO POSTPONE INDEFINITELY**

A motion to postpone indefinitely is used to dismiss an item on the Agenda. This motion is debatable, and because it can be applied only to the main question, it can, therefore, only be made while the main question is immediately pending (a motion and second is on the floor). This motion is commonly used to postpone an item until a more appropriate time.

### **11.4 MOTION TO TABLE**

A motion to table enables the Town Council to lay the pending question aside temporarily when something else of immediate urgency has arisen, in such a way that there is no set time for taking the matter up again. A motion to table shall be used to

temporarily by-pass the subject. A motion to table shall be undebatable and shall preclude all amendments or debate of the subject under consideration. If the motion shall prevail, the matter may be "taken from the table" at any time prior to the end of the next Regular Meeting; provided, however, that such item is included on the duly posted Agenda of the Town Council.

### **11.5 MOTION TO CLOSE, LIMIT OR EXTEND DISCUSSION**

A motion to close, limit or extend discussion shall be used to limit or close debate on, or further amend the main motion. This is referred to as "Call for the Question" and is the motion used to cut off debate and to bring the group to an immediate vote on the pending motion. It requires a two-thirds vote. The vote on a motion to call for the question to terminate discussion shall be by roll call. If the motion fails, debate shall be reopened. If the motion passes, a vote shall be taken on the main motion.

### **11.6 MOTION TO AMEND**

- A. A Motion to Amend shall be debatable only as to the amendment. A councilmember can make a motion to amend an amendment, but only one amendment is permitted at a time.
- B. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different matter shall not be in order.
- C. A substitute motion on the same subject shall be acceptable and shall be voted on before a vote on the amendment.
- D. Amendments shall be voted on first, then the main motion as amended.

### **11.7 MOTION TO CONTINUE**

Motions to continue to a definite time shall be amendable and debatable only as to propriety of postponement and the time set.

## **SECTION 12. VOTING PROCEDURE**

### **12.1 CASTING A VOTE**

- A. In acting upon every motion, the vote shall be taken by casting an aye/nay vote by voice, roll call or any other method as determined by the Presiding Officer from which the vote of each Councilmember can be clearly ascertained.
- B. If a Councilmember has declared a Conflict of Interest, he/she must abstain during the vote.
- C. If the roll call method of voting is used, the Town Clerk shall call the names of all members with the Presiding Officer called last. Councilmembers shall respond "Aye" or "Nay". It shall be out of order for members to explain their vote during the roll call. Comments should be made during the discussion. There shall be no additional debate or speaking on the subject after the vote is taken.

## **12.2 FAILURE TO VOTE**

All members of the Town Council in attendance at a duly called meeting that requires formal Town Council action are required to vote, unless the issue involves the conduct of that Councilmember or a matter upon which that Councilmember has declared a conflict of interest. In all other cases, a failure to vote shall be entered in the Minutes as an affirmative vote.

## **12.3 RECONSIDERATION**

Any Councilmember who voted with the majority may move for reconsideration of any action at the same or the next available Town Council meeting. Motions must be seconded. After a motion for reconsideration has once been acted upon, no other motion for reconsideration thereof shall be made without the unanimous consent of the Town Council.

## **12.4 TIE VOTES**

On a tie vote, a motion requiring a majority vote for adoption is a lost motion. A tie vote on whether to grant an appeal from official action shall be considered a denial of such appeal, unless Town Council takes other action to further consider the matter.

# **SECTION 13. CONFLICT OF INTEREST**

## **13.1 INTRODUCTION**

Occasionally, a Councilmember may find himself/herself in a situation which requires that Councilmember to abstain from participating and voting on a matter before the Town Council. This situation exists when the Councilmember has a "conflict of interest" as defined by the Arizona Conflict of Interest Law. This law establishes minimum standards for the conduct of public officers and employees who, in their official capacity, are, or may become, involved with a decision which might unduly affect their personal interests or those of their close relatives.

## **13.2 PURPOSE OF CONFLICT OF INTEREST LAWS**

The purpose of Arizona's Conflict of Interest Law is to prevent self-dealing by public officials and to remove or limit any improper influence, direct or indirect, which might bear on an official's decision, as well as to discourage deliberate dishonesty.

## **13.3 APPLICABILITY OF THE ARIZONA CONFLICT OF INTEREST LAW**

The Arizona Conflict of Interest Law, as now set forth or as amended in the future, applies to all actions taken by Councilmembers.

## **13.4 DISCLOSURE OF INTEREST**

Any Councilmember who may have a conflict of interest may seek the opinion of the Town Attorney as to whether a conflict exists under the State law and final opinions shall be filed with the Town Clerk. Any Councilmember who has a conflict of interest in any decision must disclose that interest and declare the existence of the conflict publicly. Minutes containing conflict of interest disclosures will be on file in the Clerk's



Office. The Town Clerk shall maintain for public inspection all documents necessary to memorialize all disclosures of a conflict of interest by a Councilmember.

### **13.5 RULE OF IMPOSSIBILITY**

In the unlikely situation that a majority of Councilmembers have a conflict of interest and the Town Council is unable to act in its official capacity, members may participate in the Town Council's decision after making known their conflicts of interest in the official records.

### **13.6 IMPROPER USE OF OFFICE FOR PERSONAL GAIN**

Public officers and employees are prohibited from using or attempting to use their official positions to secure valuable things or benefits for themselves, unless such benefits are part of the compensation they would normally be entitled to for performing their duties.

### **13.7 SANCTIONS FOR VIOLATIONS**

Violations of the conflict of interest provisions set forth herein shall be punished as provided for in state law.

### **13.8 NON-STATUTORY CONFLICTS OF INTEREST**

Occasionally, a Councilmember may feel that he/she should ethically refrain from participation in a decision even though the circumstances may not amount to a conflict of interest under the state law described above. It is the policy of the Town Council to encourage Councilmembers to adhere to strongly held ethical values which are exercised in good faith; however, Council encourages participation in the decision-making process unless the matter involves the Councilmember's personal conduct, or a conflict of interest set forth by Statute. Therefore, failure to vote on a matter for any reason other than a conflict of interest under state law shall be considered a vote in favor of such matter.

## **SECTION 14. ELECTION OF VICE MAYOR**

The Town Council shall designate one of its members as Vice-Mayor who shall serve in such capacity for a two-year term at the pleasure of the Town Council. The Vice-Mayor shall perform the duties of the Mayor during the absence or disability of the Mayor.

Nomination and selection process for Vice-Mayor is as follows:

- A. The Mayor will open the floor for nominations.
- B. Any member may offer a nomination for the position of Vice-Mayor, in accordance with prior Council practice, with no second required.
- C. The member must accept the nomination.
- D. Votes for Vice-Mayor shall then be cast and recorded, in the order that the nomination occurred.
- E. If at least four affirmative votes are cast for a candidate, the candidate assumes the position and duties of Vice-Mayor for a two-year term.

## **SECTION 15.       BOARDS, COMMISSIONS AND COMMITTEES**

The Town Council may create such boards, commissions and committees as it deems necessary to assist in the conduct of the operation of Town government.

### **15.1 REGULARLY SCHEDULED OR UNSCHEDULED BOARDS, COMMISSIONS AND COMMITTEES**

- A. All boards, commissions and committees of the Town shall be classified as regularly scheduled or unscheduled boards, commissions and committees. Regularly scheduled boards, commissions and committees are those that meet on a regularly scheduled basis or may be quasi-judicial in nature. Unscheduled boards, commissions and committees meet on an as called basis.
- B. Regularly scheduled boards, commissions and committees include:
  - 1. Art and Culture Commission
  - 2. Historic District Advisory Commission
  - 3. Library Advisory Board
  - 4. Parks and Recreation Advisory Board
  - 5. Planning and Zoning Commission
  - 6. Youth Commission
- C. Unscheduled boards, commissions and committees:
  - 1. Board of Adjustment
  - 2. Board of Appeals
- D. Other separate legal entities that also address the needs of the Town, including:
  - 1. Industrial Development Authority
  - 2. Community Facilities District Boards
- E. Any board, commission or committee created shall cease to exist (i) upon the accomplishment of the special purpose for which it was created (ii) when abolished by a majority vote of the Town Council, (iii) as dictated by the Town Code, (iv) or when disbanded or dissolved through legal authority.

### **15.2 RECOMMENDATIONS FOR APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES**

- A. The Mayor may designate an appointing committee. This appointing committee shall be made up of three members (from members of the Council or appropriate board/commission). The Mayor may appoint himself/herself to this committee. If no such committee is appointed, the entire Town Council shall conduct interviews and appoint citizens to the various boards, commissions and committees.

- B. The purpose of this appointing committee is to interview applicants and recommend to the Town Council possible candidates as described in Section 15.3.

### **15.3 SELECTION OF BOARD, COMMISSION OR COMMITTEE MEMBERS**

- A. A call for applications to fill vacant seats to boards, commissions and committees shall be duly published for at least one week via newspaper advertising, website ([florenceaz.gov](http://florenceaz.gov)) and other means as available to the Town.
- B. Individuals applying for boards, commissions or committees must fill out and submit the Town application form to the Town Clerk by the published deadline. The Town Clerk will forward the applications to the appropriate staff liaison.
- C. The Town Clerk will review the applications and prepare support materials for the Appointing Committee. Staff will schedule an appropriate time for an open meeting in order that the committee may interview in person, or via telephone, applicants for the open seat(s) to any Town board, commission or committee.
- D. After review and consideration, the appointing committee members shall announce a recommendation and prepare a memorandum recommending candidates to fill the vacancies. This memorandum shall include copies of all the applications received.
- E. The Town Clerk shall prepare an agenda item for the next appropriate Town Council meeting after the appointing committee has communicated its recommendation(s) to fill open board, commission or committee seat(s).
- F. The Town Clerk will notify the appointee(s) in writing as to their appointment and the next meeting date of the new member's board, commission or committee scheduled meeting. Any official literature, agendas, minutes or other materials specific to the committee, board, or commission appointment will be included in the notification.
- G. Unsuccessful applicants will be notified that they have not been selected.

### **15.4 QUALIFICATIONS FOR APPOINTMENTS; EMPLOYEES OR APPOINTED OFFICERS AS MEMBERS**

- A. All members of boards, commissions and committees shall meet the following minimum qualifications upon their appointment to any board, commission or committee. Each member must be:
  - 1. Eighteen years of age or older, except for members appointed to any board, commission or committee seats designated by Town Council for youth representation.
  - 2. A registered voter, except those under 18 years of age.

- B. Town employees or appointed officers shall not be eligible for appointment to any boards, commissions, and committees but may be requested to provide staff support thereto.

### **15.5 TERMS, VACANCIES, REMOVAL**

- A. All members of boards, commissions and committees shall serve a term of up to three years, or until the board, commission or committee is dissolved, unless terms are specifically designated by Town Council action, Town Code or Arizona Revised Statutes.
- B. For boards, commissions and committees having five members or less, the terms of office shall be staggered so that no more than three terms shall expire in any single year when possible; provided, however, that no staggering of terms shall be required for any board, commission or committee that will be in existence for a single term.
- C. For those boards, commissions and committees having more than five members but less than eight members, the terms of office shall be staggered so that no more than four terms shall expire in any single year when possible; provided, however, that no staggering of terms shall be required for any board, commission or committee that will be in existence for a single term.
- D. A vacancy on a board, commission or committee shall be deemed to have occurred upon the following:
  - 1. Death or resignation of a member of a board, commission or committee.
  - 2. A member ceasing to be a Florence resident unless the Town Council has provided that such member may be a non-resident.
  - 3. Three consecutive unexcused absences by a member from board, commission or committee meetings.
  - 4. Convictions of a felony or an offense involving a violation of his official duties.
- E. Whenever a vacancy has occurred on one board, commission or committee, the appointing committee shall meet to recommend a candidate to complete the remainder of the term. Procedures described in Section 15.3 above will be used to generate applicants, interview applicants, and make a recommendation.
- F. An incumbent member of a board, commission or committee seeking reappointment shall submit a new application under the provisions set forth in Section 15.3 above and shall be considered for appointment by the Town Council in the same manner as all other applicants for such position.

### **15.6 ALTERNATES**

The Town Council may appoint alternates to serve on boards, commissions and committees in the event of vacancy. Such alternates may attend meetings of the board,

commission or committee but shall not participate until such time as a vacancy has occurred and the alternate has filled such vacancy. If the Town Council appoints more than one alternate for a particular board, commission or committee, the Town Council shall designate the alternates as first alternate, second alternate and so on such that immediately upon a vacancy occurring in a board, commission or committee, the first alternate shall fill such vacancy without the need for further Town Council action.

#### **15.7 APPLICABILITY OF THE ARIZONA OPEN MEETING LAW**

All boards, commissions and committees are subject to the Arizona Open Meeting Law.

#### **15.8 RESIDENCY REQUIREMENTS**

Members shall be residents of the Town of Florence. All members shall be bona fide residents of the municipality, unless a motion, resolution or ordinance creating a board, commission or committee specifies otherwise, and shall serve without pay or compensation, except that a member shall be reimbursed for his/her actual and necessary expenses incurred in the performance of their official duties, provided that such expenses are approved by the Council or Town Manager, within budgetary limitations, prior to being incurred.

#### **SECTION 16. COUNCIL BUDGET, EXPENSES AND TRAVEL**

- A. Councilmembers shall adhere to the adopted Town of Florence Travel Policy except as otherwise set forth herein.
- B. The Town Council shall adopt, as part of the annual budget, specific travel budget amounts for each Councilmember. The Town Council may also establish a fund from which an individual member may draw additional travel funds upon approval of the Town Council acting upon an item listed upon a duly published agenda and taking place during an Open Public Meeting.

#### **SECTION 17. CODE OF ETHICS**

Council/Board/Commission/Committee members shall conduct themselves so as to bring credit upon the Town as a whole, and to set an example of good ethical conduct for all citizens of the community. Councilmembers should constantly bear in mind these responsibilities to the entire electorate and refrain from actions benefiting any individual or special interest group at the expense of the Town as a whole.

Councilmembers should likewise do everything in their power to ensure impartial application of the law to all citizens, and equal treatment of each citizen before the law, without regard to race, religion, national origin, sex, social standing or economic position. This assures public confidence in the integrity of local government and its effective and fair operations, and therefore the members will:

- A. Act in the Public Interest. Members will work for the common good of the people of the Town of Florence and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the Town Council, commissions, boards and committees.

- B. Comply with the Law. Members will comply with the laws of the nation, the State of Arizona and the Town of Florence in the performance of their public duties. These laws include, but are not limited to, the United States and Arizona Constitutions, the Florence Town Code and Policies, laws pertaining to conflicts of interest, election campaigns, financial disclosure and the Public Open Meeting Law.
- C. Conduct of Members. The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members will refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of the Council, commissions, boards, committees, staff and the public.
- D. Respect for Process. Members will perform their duties in accordance with the processes and rules of order established by the Town Council and commissions, boards and committees governing the deliberation of public policy issues, meaningful involvement of the public in public hearings, and implementation of policy decisions of the Town Council by Town staff.
- E. Conduct of Public Meetings. Members will prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus on the business at hand. They will refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of business.
- F. Decisions Based on Merit. Members will base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.
- G. Communication. Members will publicly share substantive information that is relevant to a matter under consideration by the Council, commissions, boards or committees, which they may have received from sources outside of the public decision-making body.
- H. Conflict of Interest. In order to assure their independence and impartiality on behalf of the common good, members will not use their official positions to influence government decisions in which they have a material financial interest or a relationship that may give the appearance of a conflict of interest.

In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts.

Members will abstain from participating in deliberations and decision-making where conflicts may exist as defined under Arizona Statutes. Members should discuss any issues of conflict of interest with the Town Attorney.



- I. Gifts and Favors. Members will not take any special advantage of services or opportunities for personal gain, by virtue of their public office, which is not available to the public in general. They will refrain from accepting any gifts, favors or promises of future benefits that might compromise their independence of judgment or action or give the appearance of being compromised.
- J. Confidential Information. Members will respect the confidentiality of information concerning the property, personnel or affairs of the Town. They will not disclose confidential information without proper legal authorization or Council majority approval. They will not use such information to advance their personal, financial or other private interests or agendas.
- K. Use of Public Resources. Members will not use public resources unavailable to the public in general, such as Town staff time, equipment, supplies or facilities for private gain or personal purposes.
- L. Lobbying. Council may not adopt a resolution in support or opposition of a ballot measure, question, or candidate. Council may present natural material providing education material on a ballot measure or question.
- M. Representation of Private Interests. In keeping with their role as stewards of the public interest, Councilmembers will not appear on behalf of private interests of third parties before the Council or any commission, board or committee or proceeding of the Town, nor will members of commissions, boards and committees appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.
- N. Advocacy. Members will represent the official policies or positions of the Town Council, commissions, boards or committees to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members will explicitly state they do not represent the Town, nor will they infer that they do.
- O. Policy Role of Members. Members will respect and adhere to the Council-Manager structure of government as outlined in the Town Code. In this structure, the Town Council determines the policies of the Town with the advice, information and analysis provided by the public, commissions, boards, committees and staff. Except as provided by the Town Code, members therefore will not interfere with the administrative functions of the Town or the professional duties of Town staff, nor will they impair the ability of staff to implement Council policy decisions.
- P. Independence of Commission, Boards and Committees. Because of the value of the independent advice of commissions, boards, and committees to the public decision-making process, Councilmembers will refrain from using their position to

unduly influence the deliberations or outcomes of commission, board and committee proceedings.

- Q. Positive Work Place Environment. Members will support the maintenance of a positive and constructive work place environment for Town employees and for citizens and businesses dealing with the Town. Members will recognize that their special role dealing with Town employees is not to create the perception of inappropriate direction to staff.
- R. Public Speaking. Members of Council shall declare they are speaking as a Councilmember, but it is their individual opinion, and may or may not be the opinion of the majority of Councilmembers.
- S. Implementation. As an expression of the standards of conduct for members expected by the Town, the Code of Ethics is intended to be self-enforcing. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions.

Members entering office shall sign a statement affirming they read and understood the Code of Ethics. In addition, the Code of Ethics shall be regularly reviewed by the Town Council, boards, commissions and committees, and the Town Council shall consider recommendations from boards, commissions and committees and update as necessary.

- T. The Code of Ethics will be included in the regular orientations for candidates for Town Council, applicants to boards, commissions and committees, and newly elected and appointed officials.

## **17.1 COMPLIANCE AND ENFORCEMENT**

Compliance with this Code of Ethics is expected for members of the Town Council, commissions, boards, and committees. Members themselves have the primary responsibility to assure that standards are understood and met, and that the public can continue to have full confidence in the integrity of government.

The chairs of commissions, boards, and committees and the Mayor have the additional responsibility to intervene when actions of members that appear to be in violation of the Code of Ethics are brought to their attention. They are responsible to gather more information about the alleged Code of Ethics violation and present the Town Council with a memo detailing the findings. Any Town Councilmember may then ask that the item be placed on the Council agenda.

The Town Council may impose sanctions on members of the Council, boards, commission, or committee whose conduct does not comply with the Town's standards, such as reprimand, formal censure, loss of seniority or committee assignment, or budget restrictions.

A violation of the Code of Ethics will not be considered a basis for challenging the

validity of Council, commission, board, committee decisions, or removal.



## **Model of Excellence Member Statement**

As a member of the Florence Town Council or of a Florence board, commission, or committee, I agree to uphold the Code of Ethics for elected and appointed officials adopted by the Town and conduct myself by the following model of excellence. I will:

Recognize the worth of individual members and appreciate their individual talents, perspectives and contributions;

Help create an atmosphere of respect and civility where individual members, Town staff and the public are free to express their ideas and work to their full potential;

Conduct my personal and public affairs with honesty, integrity, fairness and respect for others;

Respect the dignity and privacy of individuals and organizations;

Keep the common good as my highest purpose and focus on achieving constructive solutions for the public benefit;

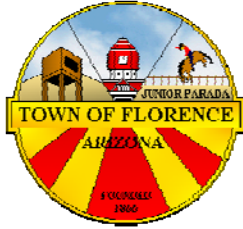
Avoid and discourage conduct which is divisive or harmful to the best interest of Florence;

Treat all people with whom I come in contact in the way I wish to be treated;

I affirm that I have read and understood the Town of Florence Code of Ethics.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Speakers Request Form  
Public Comment  
Call to the Public**

Meeting Date: \_\_\_\_\_ Topic: \_\_\_\_\_

Full Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
(Please Print)

Physical Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

I am a spokesperson for: \_\_\_\_\_  
(self, business, religious group, non-profit, govt. agency)

TITLE: \_\_\_\_\_

I am representing (Number of people) \_\_\_\_\_

I wish to address the Council: ☐ Elected Official  
☐ In Favor of the Topic  
☐ Opposed to the Topic


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(Tear here: keep information below for reference)

**Please give this form to the Town Clerk. Forms may be submitted at any time before or during the meeting.**

How to address the Council:

- Must speak directly about an item on the agenda.
- The Mayor or Presiding Officer will call your name when it is your turn to speak.
- Citizens must limit comments to three minutes\*.
- Groups wishing to speak should elect a spokesperson to represent the views of the group.
- The Mayor may limit the number of speakers heard on non-agenda topics at any single meeting to allow the meeting to proceed and end in a timely manner.

\* Prior approval is required for presentations longer than three minutes.

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> 7b.
<b>MEETING DATE:</b> January 22, 2019  <b>DEPARTMENT:</b> Community Development  <b>STAFF PRESENTER:</b> Larry Harmer Community Development Director  <b>SUBJECT:</b> Florence Hospital Comprehensive Sign Plan		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input checked="" type="checkbox"/> Community Vitality <input checked="" type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Motion to approve PZ-18-36-DR, the Comprehensive Sign Plan for the Florence Hospital, APN 211-02-0340, located at 4545 North Hunt Highway, subject to the conditions noted in the staff report.

**BACKGROUND/DISCUSSION:**

**Request:**

This is a request for approval of the following:

Design Review application for a proposed Comprehensive Sign Plan for the Florence Hospital located south of the Southeast Corner of Hunt Highway and Franklin Road at 4545 North Hunt Highway: APN 211-02-0340.

The total sign area requested for the monument sign, three on-site directional signs, and three wall signs is 357.1 square feet. The total sign area allowed per the Town of Florence Development Code is 232 sq. ft. The total deviation is an increase of 125.1 sq. ft. Following the procedure outlined for the review and approval of a Comprehensive Sign Package, the Planning Commission and Town Council may deviate from the height and area restrictions contained within the Code.

Florence Hospital at Anthem has submitted a Comprehensive Sign Plan, to the Town of Florence, for approval. Included in this plan is the signage on the hospital, directional sign/kiosk, and a monument sign at the traffic signal entrance.

The Hospital plans to open its doors for business early in 2019 depending on construction, conditions of occupancy and a licensing inspection from Arizona Department of Health Services.

The following excerpts from the Town of Florence Development Code apply to this application:

**150.099 PLANNED UNIT DEVELOPMENT.**

Signage within approved Planned Unit Developments (PUDs) may deviate from the requirements of this Development Code provided the PUD has an approved comprehensive sign package and all proposed signage within the PUD is in compliance with that comprehensive sign package.

**150.106 COMMERCIAL DISTRICTS.**

Signs within commercial districts (B-1, NO, B-2, TRC, TRC/NO, PO and commercial PUDs) shall comply with the following applicable restrictions.

**150.107 WALL SIGNAGE.**

- (A) Wall signage may or may not be illuminated.
- (B) Wall signs pertaining to any one business within a complex, on a separate parcel or lot, or on a freestanding PUD shall be permitted on the exterior walls of the space occupied by the business in accordance with the following guidelines:
  - (1) A wall sign may be permitted on any building elevation and shall have a maximum area not to exceed one square foot for each linear foot of the building wall upon which the sign is displayed.
  - (2) Under no circumstances may any business have an aggregate area for all wall signs exceeding 200 square feet, unless as otherwise approved with a comprehensive sign plan.

**150.108 FREESTANDING MONUMENT SIGNAGE.**

May or may not be illuminated.

- (A) One freestanding monument sign for identification purposes shall be permitted per business, except as otherwise allowed.
- (B) Any freestanding sign shall not exceed eight feet in height.
- (C) For a single tenant building, the sign shall not exceed 32 square feet in area (*the Anthem at Merrill Ranch PUD allows 48 sq. ft.*) and may include the name and/or logo of the business and shall include the address.

**150.109 DIRECTIONAL SIGNS.**

The signs shall not exceed an area of six square feet or a height of three feet. These signs shall not be included in calculating the total aggregate area of signage allowed on a particular lot or for a particular business and may include a maximum of 25% of the sign



area devoted to the display of a business logo or identification. They shall not be located within the sight triangle of any driveway. The use, number and location of the signs must be approved through the design review process and comply with all other code requirements.

#### **150.116 TOTAL SIGNAGE.**

(A) The total maximum aggregate signage, inclusive of wall, freestanding monument, window, awning, shingle, projecting or parapet signs, shall not exceed 232 square feet for a single-tenant development.

#### **150.122 SUBMITTAL AND PERMIT REQUIREMENTS.**

(8) A PUD must submit a comprehensive sign package and may, through the comprehensive sign package, request deviations from the sign regulations only if the deviations are reviewed and recommended by Planning and Zoning Commission and approved by the Town Council.

#### **Sign Package Proposal:**

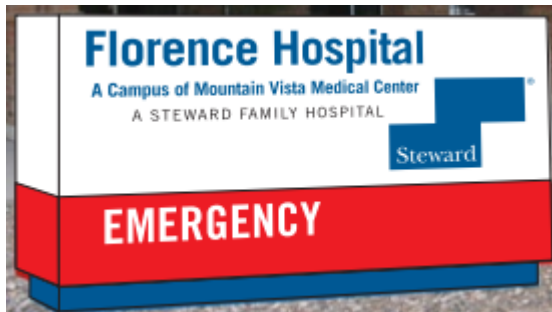
##### **Monument Entry Sign**





Requested is a 5' 9" tall, 54.2 square feet (sq. ft.) free-standing sign at the Hunt Highway entrance to the hospital site. The maximum allowed, per the Development Code, and the Anthem at Merrill Ranch PUD, is 8' tall and 48 sq. ft. This new monument sign will be placed south of the entry drive. The existing monument sign north of the entry no longer sits on hospital property as a result of the subdividing on a larger parcel that existed when the hospital was originally constructed. The new monument sign location must be on the hospital property unless a Right-of-Way permit is acquired through the Town Engineer. The new sign will consist of an aluminum cabinet with blue, red and white lettering and background. Alterations to the existing landscaping will likely result from the monument sign placement.

**Emergency Directional Sign (Monument #2):**



Requested is 4' 2" tall, 26.8 sq. ft. free-standing sign to be located on-site to identify the Emergency receiving area for emergency vehicles and the public. The maximum allowed per the Development Code is 3' tall and 6 sq. ft. The additional height and area are requested to allow for quick identification in an emergency situation.

### **General Directional Signs (2 total)**



Requested are two on-site directional signs, each measuring 4' tall, 14.7 sq. ft. in area. The maximum allowed per the Development Code is 3' tall and 6 sq. ft. The additional height and area are requested for ease of navigating the site.

### Wall Signs (3 total):

Subject: Florence Hospital Comprehensive Sign Plan

PZ-18-36-DR

Page 6 of 11

Meeting Date: January 22, 2019

Wall signs have pan channel letters and/or logo and will have L.E.D. lighting and will be illuminated on exterior fascia of the building. The colors will match those used on the free-standing signs.

**#1**



This sign measures 68.5 sq. ft. in area and is a total of 3.5' in height.



**#2**



This sign measures 150 sq. ft. in area and is a total of 5' in height.

**#3**





This sign measures 28.2 sq. ft. in area and is a total of 2.2' in height.

The total sign area requested for the wall signs is 246.7 sq. ft. The maximum wall sign area allowed for a single tenant site per the Development Code is 200 sq. ft.

### **Total Signage Requested:**

<u>Sign Type</u>	<u>Requested Height/Area</u>	<u>Allowable Height/Area</u>
Monument	5' 9"/54.2 sq. ft.	8' 0"/48 sq. ft. (AMR PUD)
Emergency Directional	4' 2"/26.8 sq. ft.	3' 0"/6 sq. ft.
General Directional (2)	4' 0"/14.7 sq. ft. (each)	3' 0"/6 sq. ft.
Wall Sign		
#1	68.5 sq. ft.	
#2	150 sq. ft.	
#3	28.2 sq. ft.	
Total Wall Signs	246.7 sq. ft.	200 sq. ft. allowable

The total sign area requested for the monument sign, the three on-site directional signs and the three wall-mounted signs is 357.1 sq. ft. The combined total of the individual 'allowable' signs area (including the Anthem at Merrill Ranch PUD monument sign increase) is 266 sq. ft.; however, the total sign area allowed per the Town of Florence Development Code is limited to 232 sq. ft. The total deviation requested is 125.1 sq. ft. greater than the current allowable sign area and up to 1' 2" for the height of the three Directional Signs.

### **Analysis:**

The function of a hospital is unique when compared to other 'commercial' or 'office' land uses. Unlike its commercial and office counterparts, a hospital focuses on emergency and high stress situations. Whether it's an emergency vehicle accessing the facility or



someone visiting an ill or incapacitated family member or friend, the ability to easily recognize traffic routes and access points of the facility is paramount. The increase in easily readable sign area and height will assist in lessening the stress placed upon the user. In addition, these deviations from the current Development Code standards will allow for clearer understanding of the hierarchy of uses and situations related to navigating the site.

The development of a hospital within a community is uncommon for a small town, staff does not believe that adding a specific sign section or exemptions to the sign code is necessary so long as the Comprehensive Sign Package process remains intact within the Development Code. This will allow for a case-by-case evaluation of unique proposals as the Town continues to grow and develop.

### **Planning and Zoning Commission Recommendation:**

The Town of Florence Planning and Zoning Commission heard this item at their January 3, 2019 meeting and voted unanimously to recommend approval subject to the conditions noted:

1. Construction of the monument sign and all other signage for the site shall conform to the exhibits presented to the Planning and Zoning Commission on January 3, 2019 and the Town Council on January 22, 2019 as may be amended by the conditions of approval. The final monument sign location must be approved by the Town Engineer.
2. Project to comply with Anthem at Merrill Ranch PUD and applicable Town Codes, including all applicable planning, building, fire and engineering requirements.
3. All monument signage will be located outside the sight visibility triangle.
4. Any expansion of any exterior signage shall be subject to Design Review approval. All new signage will be addressed in an amended Comprehensive Sign Plan that will be submitted for Planning and Zoning Commission review and approval prior to any new sign permits requests for the project.
5. Design Review approval shall expire one year from the Town Council approval unless project is under permit and construction commences prior to such time.
6. Any additional conditions deemed necessary.

### **Public Participation:**

Under Arizona Revised Statutes, Title 9, Section-462.04 and per the Town of Florence Development Code, a public hearing is not required for a Design Review application.

**A VOTE OF NO WOULD MEAN:**

The Comprehensive Sign Plan is not approved, and the Florence Hospital would have to submit a new plan.

**A VOTE OF YES WOULD MEAN:**

The Comprehensive Sign Plan is approved, and the signs may be installed once the appropriate permits have been approved.

**FINANCIAL IMPACT:**

The re-opening of the Florence Hospital will have beneficial financial impacts for the Town of Florence and the Anthem community through its presence and the satellite businesses that it will help attract.

**ATTACHMENTS:**

Sign Plan Submittal



# MONUMENT 2: MAIN ENTRANCE

SCALE: 1/2" = 1' - 0"

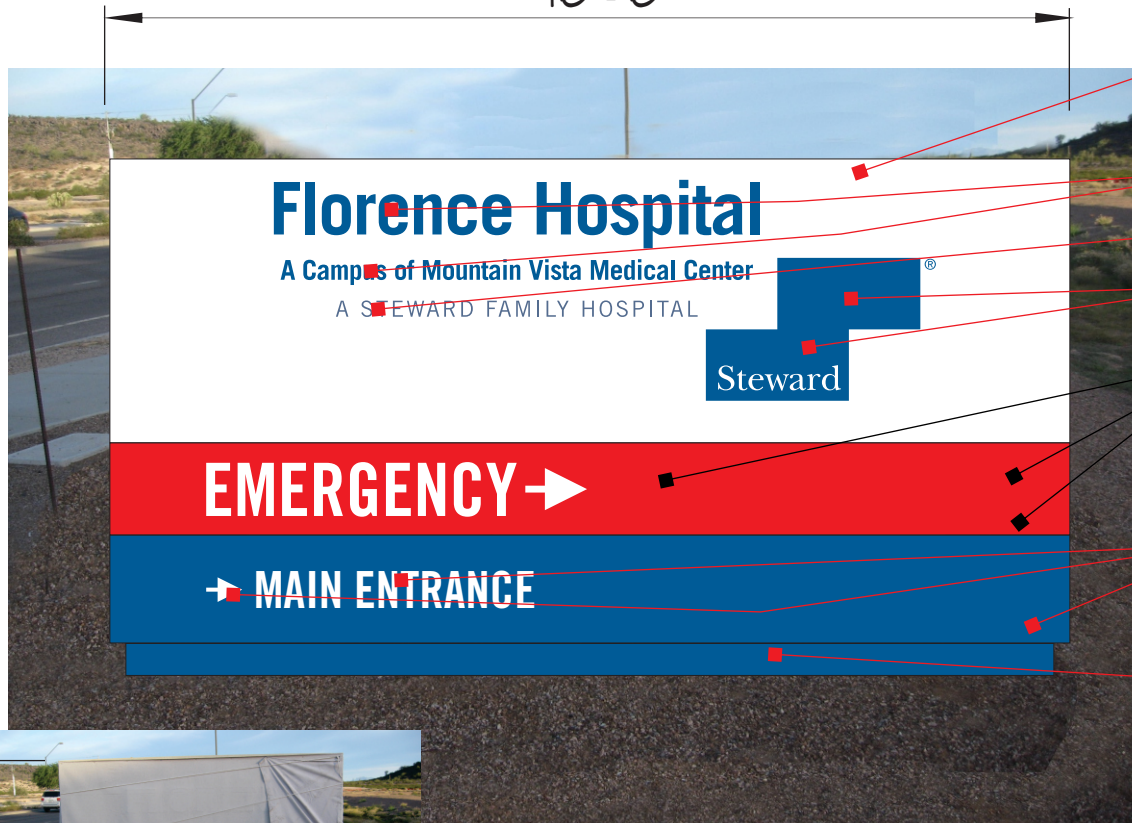
NORTH VIEW

10' - 0"

END VIEW

5' - 5"

4"



MANUFACTURE: ONE (1) 5' X 10' X 18"  
DOUBLE-FACED ILLUMINATED  
MONUMENT SIGN

CABINET: ALUMINUM, 1-1/2" RETAINERS,  
PAINT WHITE, ACRYLIC WHITE FACE,  
FLORESCENT TUBING OR L.E.D.'S  
FOR ILLUMINATION

COPY: VINYL MATCH PMS 653 BLUE

COPY VINYL MATCH PMS 653 BLUE

LOGO: VINYL MATCH PMS 653 BLUE,  
CUT-OUT TO SHOW WHITE ACRYLIC COPY

COPY: PAINT BACKGROUND RED, WITH  
ROUT-OUT 6.15" COPY, 5.25" ARROW,  
WHITE ACRYLIC BACKING, PAINT  
ENDS TO MATCH RED VINYL

BOTTOM STRIP: PAINT 4.15" COPY,  
3" ARROW, WHITE ACRYLIC BACKING  
PAINT ENDS TO MATCH  
PMS 653 BLUE

4" REVEAL: PAINT TO MATCH  
PMS 653 BLUE

ALL BLUES MUST MATCH ON SIGN,  
COPY ON TOP BLUE STRIP ON BOTTOM



EXISTING  
MONUMENT  
SCALE: NONE

PROJECT ITEM NAME: <b>MONU-1</b>	
REVISION#:	SCALE: 1/2" = 1' - 0"
△ 11-26-2018	SCALE:
△ 12-03-2018R2	SCALE:
△	SCALE:
△	PAGE: <b>1</b> OF <b>9</b>
△	
△	



PHONE: 602.810.1546

ADDRESS: 24654 N. Lake Pleasant Pkwy.,  
Suite 103 / 564  
Peoria, AZ 85383

EMAIL: designgraphics@cox.net

PROJECT: FLORENCE HOSPITAL

PROJECT ADDRESS:  
4545 HUNT HWY, FLORENCE, AZ 85132

SALESMAN:  
SKIP BERG  
PHONE: 602.810.1546

DESIGNER: C SHORT  
DATE: 11-23-2018

SIGN TYPE:  
MONUMENT  
SIZE: 5.0' X 10.0'

PROJECT NAME:  
MAIN ENTRANCE  
MONUMENT  
SIGNAGE

PROJECT ITEM NO.:  
**SMGFL - MONU**

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# MONUMENT 2: MAIN ENTRANCE

SCALE: 1/2" = 1' - 0"

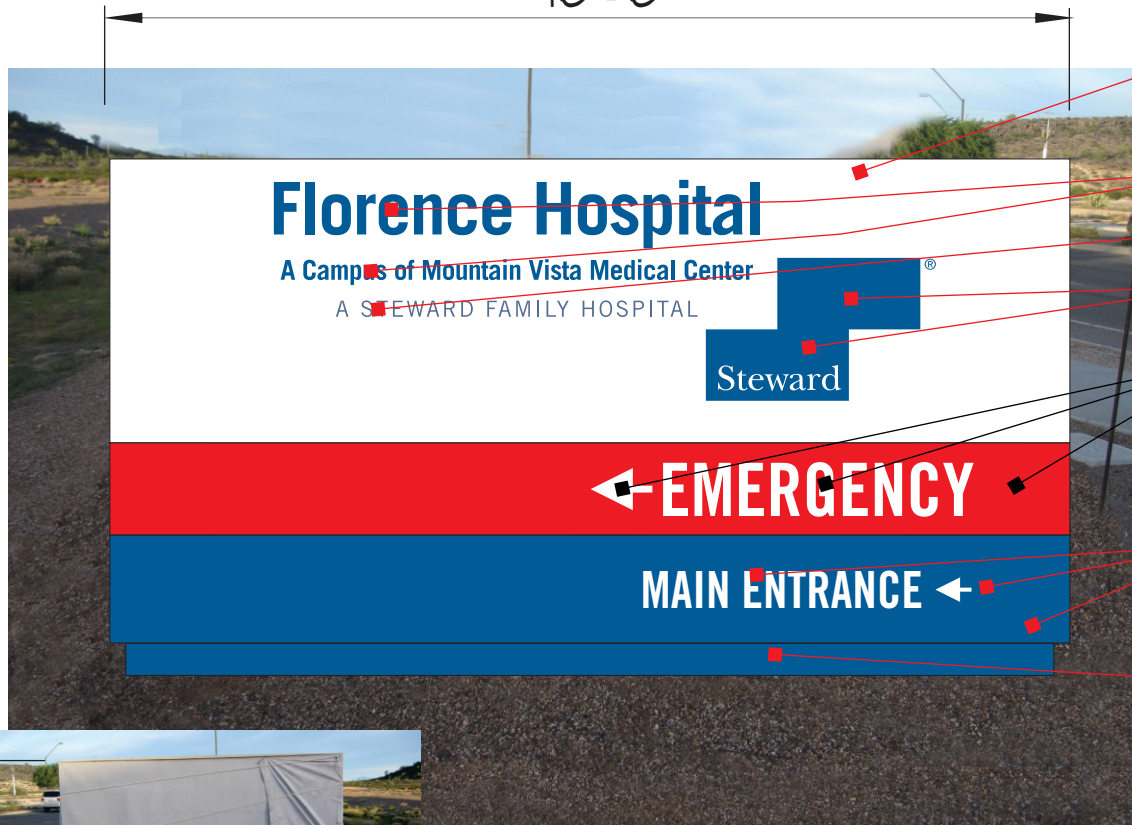
SOUTH VIEW

10' - 0"

END  
VIEW

5' - 5"

4"



MANUFACTURE: ONE (1) 5' X 10' X 18"  
DOUBLE-FACED ILLUMINATED  
MONUMENT SIGN

CABINET: ALUMINUM, 1-1/2" RETAINERS,  
PAINT WHITE, ACRYLIC WHITE FACE,  
FLORESCENT TUBING OR L.E.D.'S  
FOR ILLUMINATION

COPY: VINYL MATCH PMS 653 BLUE

COPY VINYL MATCH PMS 653 BLUE

LOGO: VINYL MATCH PMS 653 BLUE,  
CUT-OUT TO SHOW WHITE ACRYLIC COPY

COPY: PAINT BACKGROUND RED, WITH  
ROUT-OUT 6.15" COPY, 5.25" ARROW,  
WHITE ACRYLIC BACKING, PAINT  
ENDS TO MATCH RED VINYL

BOTTOM STRIP: PAINT 4.15" COPY,  
3" ARROW, WHITE ACRYLIC BACKING  
PAINT ENDS TO MATCH  
PMS 653 BLUE

4" REVEAL: PAINT TO MATCH  
PMS 653 BLUE

ALL BLUES MUST MATCH ON SIGN,  
COPY ON TOP BLUE STRIP ON BOTTOM



EXISTING  
MONUMENT  
SCALE: NONE

PROJECT ITEM NAME:

MONU-1

REVISION#:

12-03-2018R2

SCALE: 1/2" = 1' - 0"

SCALE:

SCALE:

PAGE:

2 OF 9



PHONE: 602.810.1546

ADDRESS: 24654 N. Lake Pleasant Pkwy.,  
Suite 103 / 564  
Peoria, AZ 85383

EMAIL: designgraphics@cox.net

PROJECT: FLORENCE HOSPITAL

PROJECT ADDRESS:  
4545 HUNT HWY, FLORENCE, AZ 85132

SALESMAN:  
SKIP BERG  
PHONE:  
602.810.1546

DESIGNER: C SHORT  
DATE: 11-23-2018

SIGN TYPE:  
MONUMENT  
SIZE:  
5.0' X 10.0'

PROJECT NAME:  
MAIN ENTRANCE  
MONUMENT  
SIGNAGE

PROJECT ITEM NO.:  
SMGFL - MONU

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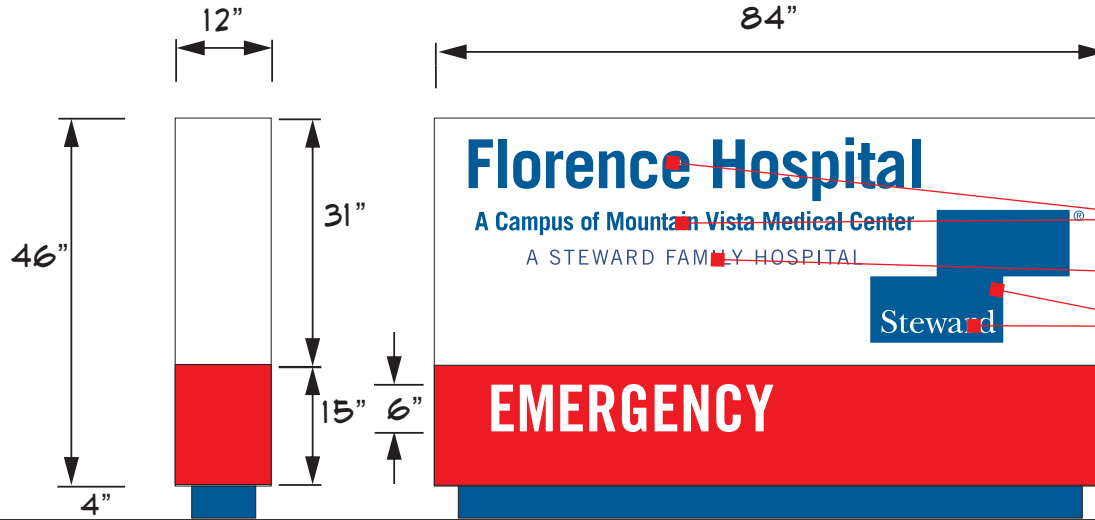


# MONUMENT 2: EMERGENCY

SCALE: 1/2" = 1' - 0"

END VIEW

FRONT VIEW



MANUFACTURE: ONE (1) 50" X 7' X 12"  
SINGLE-FACED ILLUMINATED MONUMENT SIGN

CABINET: ALUMINUM, 1-1/2" RETAINERS, WHITE  
ACRYLIC FACE ON FRONT ALUMINUM ON BACK

COPY: PMS 653 BLUE VINYL OVERLAY

COPY: PMS 653 BLUE VINYL OVERLAY

LOGO: PMS 653 BLUE VINYL OVERLAY,  
NAME WHITE COPY

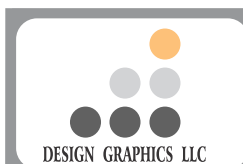
BOTTOM OF CABINET: PAINT FACE AND  
SIDE ENDS RED, 6" COPY, ROUT-OUT,  
BACK WITH WHITE ACRYLIC

BOTTOM REVEAL: 4" X 10" X 12"  
ALUMINUM, PAINT MATCH  
PMS 653 BLUE

ILLUMINATION: WHITE L.E.D.'S



EXISTING  
EMERGENCY  
ENTRANCE:  
SCALE: NONE



PHONE: 602.810.1546

ADDRESS: 24654 N. Lake Pleasant Pkwy.,  
Suite 103 / 564  
Peoria, AZ 85383

EMAIL: designgraphics@cox.net

PROJECT: FLORENCE HOSPITAL

PROJECT ADDRESS:  
4545 HUNT HWY, FLORENCE, AZ 85132

SALESMAN:  
SKIP BERG  
PHONE:  
602.810.1546

DESIGNER: C SHORT  
DATE:  
11-21-2018

SIGN TYPE:  
MONUMENT  
SIZE:  
5.5' X 10' X 12"

PROJECT NAME:  
"EMERGENCY"  
MONUMENT  
SIGN

PROJECT ITEM NO.:  
SMGFL - MONU

PROJECT ITEM NAME: MONU-2

REVISION#:  
△ 11-26-2018R1  
△ 11-27-2018R2  
△ 12-03-2018R3  
△  
△

SCALE: 1/2" = 1' - 0"  
SCALE: 1/8" = 1' - 0"  
SCALE:

PAGE: 3 OF 9

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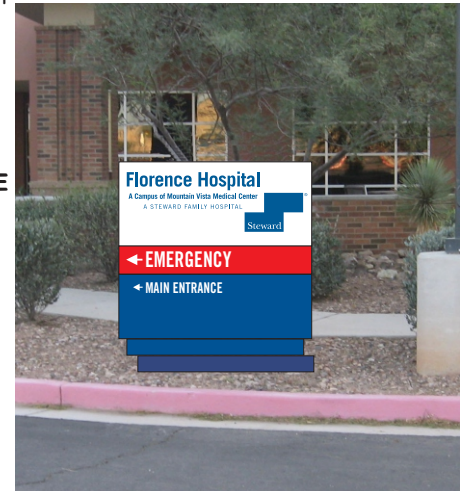
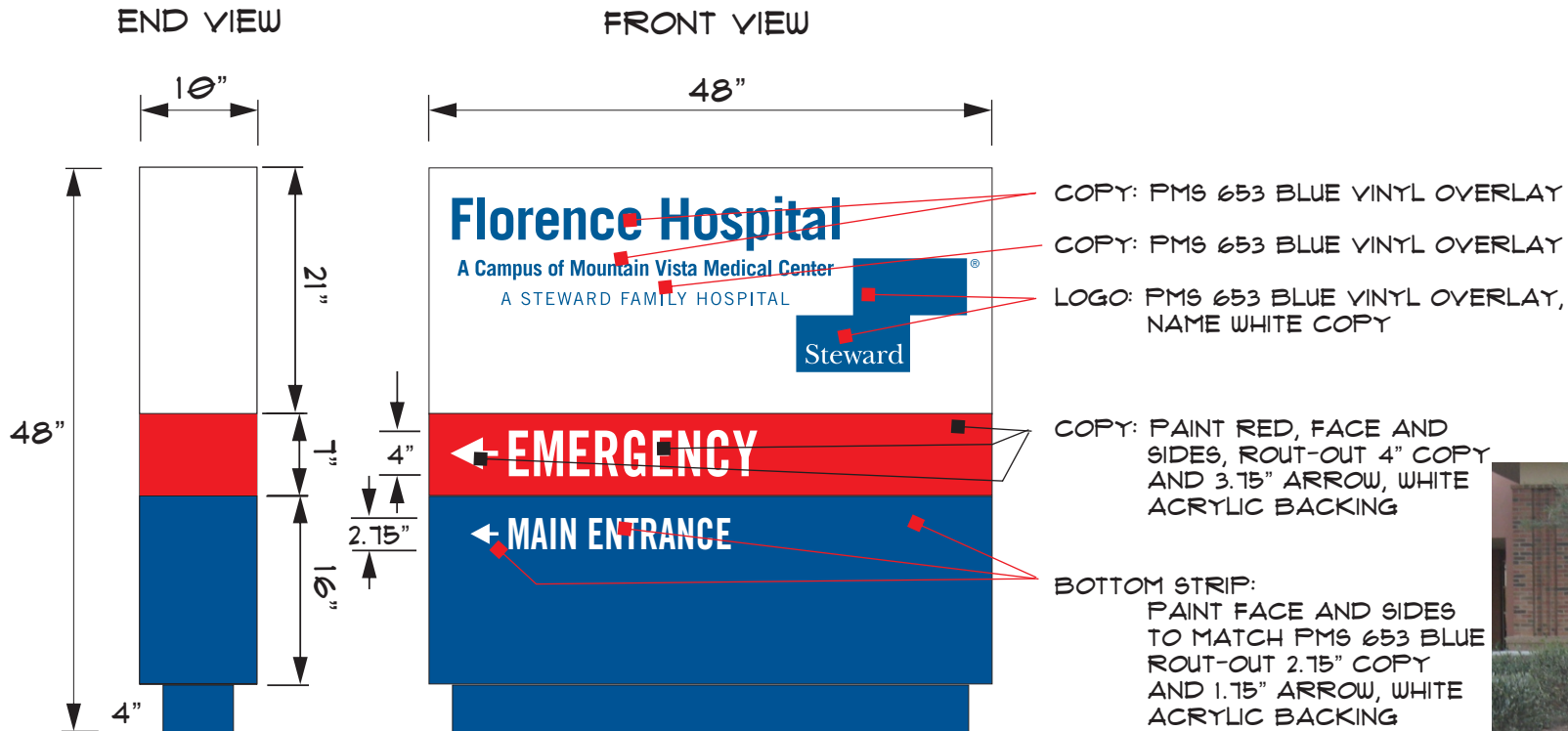


# DIRECTIONAL 1: ENTRANCE WAYFINDING DIRECTIONAL

SCALE: 3/4" = 1' - 0"

## SIGN 1

EXISTING  
DIRECTIONAL:  
SCALE: NONE



**MANUFACTURE:** ONE (1) 4' X 4' X 10"  
**SINGLE-FACED ILLUMINATED WAYFINDING DIRECTIONAL SIGN**

**CABINET:** ALUMINUM, 1-1/2" RETAINERS, PAINT WHITE, ACRYLIC FACE,  
WHITE L.E.D. ILLUMINATION

**BOTTOM REVEAL:** 4" X 44" X 6" ALUMINUM, PAINT MATCH PMS 653 BLUE

SCALE: 1/4" = 1' - 0"

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	<p><b>SALESMAN: SKIP BERG</b></p> <p><b>PHONE: 602.810.1546</b></p>	<p><b>DESIGNER: C SHORT</b></p> <p><b>DATE: 11-21-2018</b></p>	<p><b>SIGN TYPE: DIRECTIONAL</b></p> <p><b>SIZE: 48" X 48"</b></p>	<p><b>REVISION#:</b></p> <p>△ 11-26-2018</p> <p>△ 12-03-2018R2</p>	<p><b>SCALE: 3/4" = 1' - 0"</b></p> <p><b>SCALE: 1/4" = 1' - 0"</b></p> <p><b>SCALE:</b></p>
				<p>△</p> <p>△</p> <p>△</p> <p>△</p>	<p><b>PAGE: 4 OF 9</b></p>

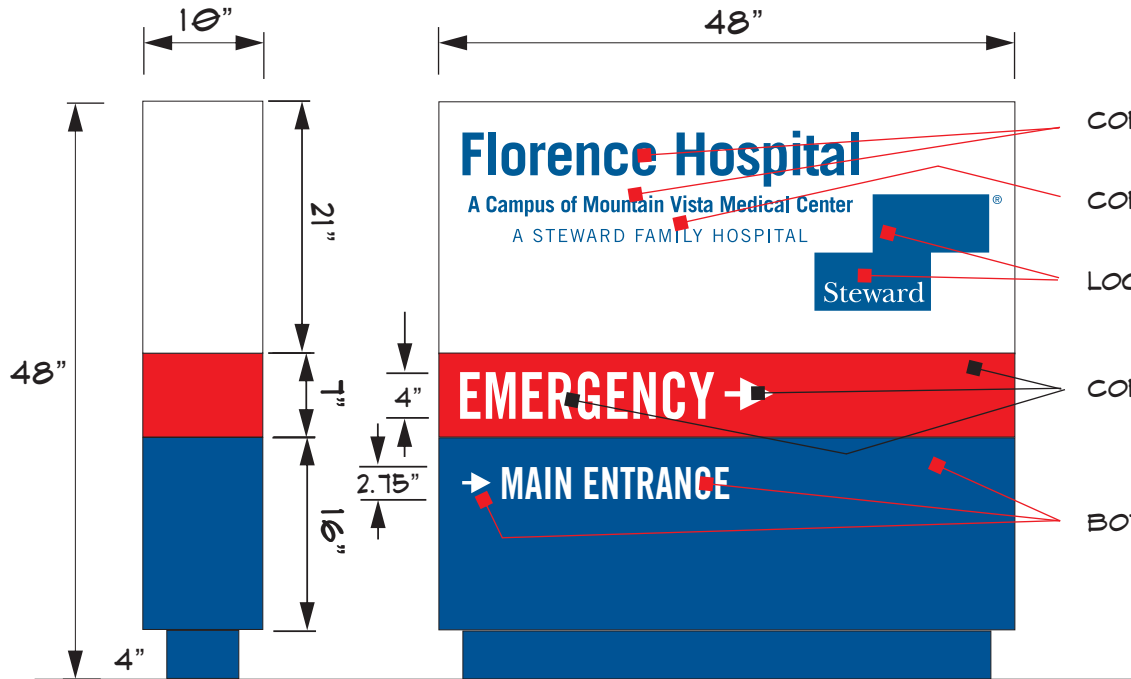


# DIRECTIONAL 2: ENTRANCE WAYFINDING DIRECTIONAL

SCALE: 3/4" = 1' - 0"

DIR-2 END VIEW

DIR-2 FRONT VIEW



## SIGN 2 - FRONT

SCALE: 3/16" = 1' - 0"



EXISTING DOUBLE-SIDED DIRECTIONAL  
SCALE: NONE

MANUFACTURE: ONE (1) 4' X 4' X 10"  
DOUBLE-FACED ILLUMINATED WAYFINDING DIRECTIONAL SIGN

CABINET: ALUMINUM, 1-1/2" RETAINERS, PAINT WHITE, ACRYLIC FACE,  
WHITE L.E.D. ILLUMINATION

BOTTOM REVEAL: 4" X 44" X 6" ALUMINUM, PAINT MATCH PMS 653 BLUE

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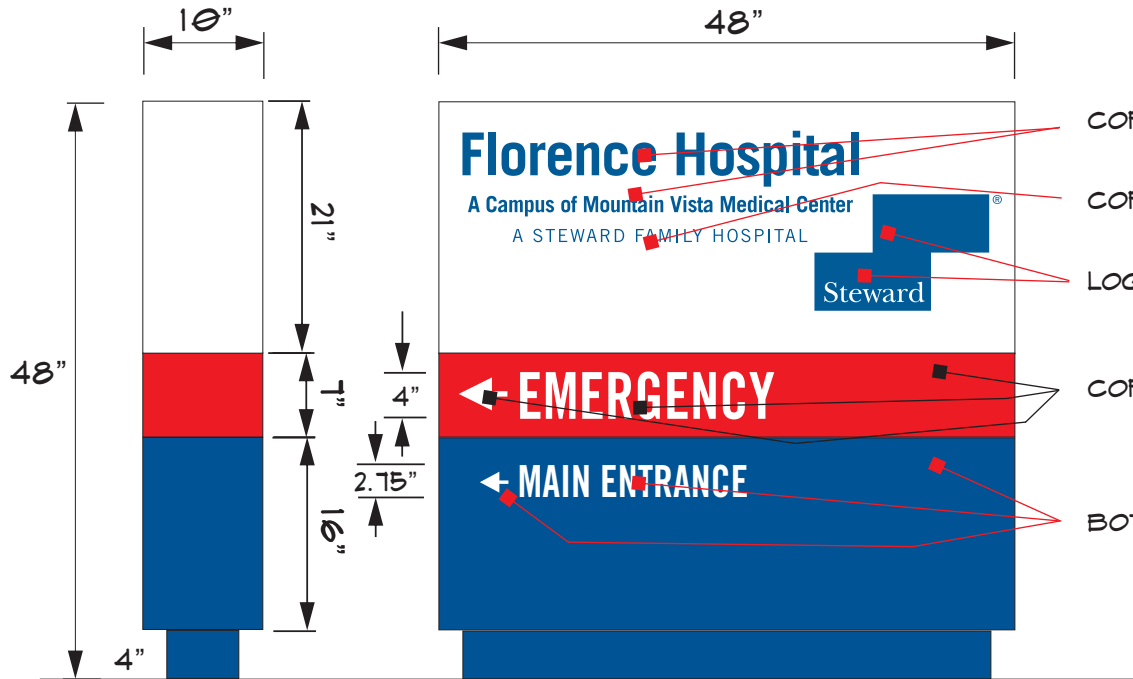


# DIRECTIONAL 2: ENTRANCE WAYFINDING DIRECTIONAL

SCALE: 3/4" = 1' - 0"

DIR-2 END VIEW

DIR-2 FRONT VIEW



## SIGN 2 - BACK

SCALE: 3/16" = 1' - 0"



EXISTING DOUBLE-SIDED  
DIRECTIONAL  
SCALE: NONE

MANUFACTURE: ONE (1) 4' X 4' X 10"  
DOUBLE-FACED ILLUMINATED WAYFINDING DIRECTIONAL SIGN

CABINET: ALUMINUM, 1-1/2" RETAINERS, PAINT WHITE, ACRYLIC FACE,  
WHITE L.E.D. ILLUMINATION

BOTTOM REVEAL: 4" X 44" X 6" ALUMINUM, PAINT MATCH PMS 653 BLUE

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	<p>SALESMAN: SKIP BERG</p> <p>PHONE: 602.810.1546</p>	<p>DESIGNER: C SHORT</p> <p>DATE: 11-21-2018</p>	<p>SIGN TYPE: DIRECTIONAL</p> <p>SIZE: 48" X 48"</p>	<p>PAGE: 6 OF 9</p>	
	<p>PROJECT ITEM NAME: WDIR-2</p>				
	<p>SCALE: 1/2" = 1' - 0"</p> <p>SCALE: 3/16" = 1' - 0"</p> <p>SCALE:</p>				



# WALL 2: MAIN HOSPITAL SIGNAGE

SCALE: 1/4" = 1' - 0"



SCALE: 1/16" = 1' - 0"



MANUFACTURE: ONE (1) SET ILLUMINATED PAN CHANNEL LETTERS AND LOGO PAN CHANNEL CABINET

30" LETTERS: .063 ALUMINUM, WHITE ACRYLIC FACES, VINYL OVERLAYS TO MATCH PMS 653 BLUE, 3" TO 5" RETURNS, PAINT TO MATCH PMS 653 BLUE, WHITE L.E.D. ILLUMINATION

13" LETTERS: .063 ALUMINUM, WHITE ACRYLIC FACES, VINYL OVERLAYS TO MATCH PMS 653 BLUE, 3" TO 5" RETURNS, PAINT TO MATCH PMS 653 BLUE

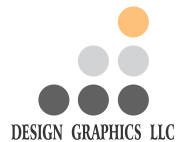
60" LOGO: .063 ALUMINUM, WHITE ACRYLIC FACES, VINYL OVERLAYS TO MATCH PMS 653 BLUE, 3" TO 5" RETURNS, PAINT TO MATCH PMS 653 BLUE

INSTALLATION ON EXTERIOR FASCIA

EXISTING  
FASCIA:  
SCALE: NONE

PROJECT ITEM NAME:

**WAL-2**



**PHONE: 602.810.1546**

ADDRESS: 24654 N. Lake Pleasant Pkwy.,  
Suite 103 / 564  
Peoria, AZ 85383

EMAIL: designgraphics@cox.net

PROJECT: FLORENCE HOSPITAL

PROJECT ADDRESS:  
4545 HUNT HWY, FLORENCE, AZ 85132

SALESMAN:  
PHONE: SKIP BERG  
602.810.1546

DESIGNER: C SHORT  
DATE: 11-21-2018

SIGN TYPE:  
WALL  
SIZE: 3'-4" X 15'-0"

PROJECT NAME:  
"MAIN"  
ENTRANCE  
SIGNAGE

PROJECT ITEM NO.:  
**SMGFL - WAL**

REVISION:  
11-26-2018  
12-05-2018R2



SCALE: 1/4" = 1' - 0"  
SCALE: 1/16" = 1' - 0"  
SCALE:

PAGE: **7** OF **9**

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# WALL 2: MAIN ENTRANCE

SCALE: 3/8" = 1' - 0"



MANUFACTURE: ONE (1) SET PAN CHANNEL LETTERS, ILLUMINATED ON FASCIA



SCALE: 3/32" = 1' - 0"

21" LETTERS: .063 ALUMINUM, WHITE ACRYLIC FACES, VINYL OVERLAYS TO MATCH PMS 653 BLUE, 3" TO 5" RETURNS, PAINT TO MATCH PMS 653 BLUE, WHITE L.E.D. ILLUMINATION

8.5" LETTERS: .063 ALUMINUM, WHITE ACRYLIC FACES, VINYL OVERLAYS TO MATCH PMS 653 BLUE, 3" TO 5" RETURNS, PAINT TO MATCH PMS 653 BLUE

42" LOGO: .063 ALUMINUM, WHITE ACRYLIC FACES, VINYL OVERLAYS TO MATCH PMS 653 BLUE, 3" TO 5" RETURNS, PAINT TO MATCH PMS 653 BLUE



INSTALLATION ON EXTERIOR FASCIA

EXISTING  
FASCIA:  
SCALE: NONE

PROJECT ITEM NAME:

**WAL-2**

REVISION:

△ 12-03-2018R1

△ 12-05-2018R2

△

△

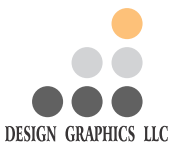
△

SCALE: 3/8" = 1' - 0"

SCALE: 3/32" = 1' - 0"

SCALE:

PAGE: **8** OF **9**



PHONE: 602.810.1546

ADDRESS: 24654 N. Lake Pleasant Pkwy.,  
Suite 103 / 564  
Peoria, AZ 85383

EMAIL: designgraphics@cox.net

PROJECT: FLORENCE HOSPITAL

PROJECT ADDRESS:  
4545 HUNT HWY, FLORENCE, AZ 85132

SALESMAN:  
SKIP BERG  
PHONE: 602.810.1546

DESIGNER: C SHORT  
DATE: 11-26-2018

SIGN TYPE:  
WALL  
SIZE:  
3'-9" X 9'-6"

PROJECT NAME:

"MAIN"  
ENTRANCE  
SIGNAGE

PROJECT ITEM NO.:

**SMGFL - WAL**

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# WALL SIGN: AMBULANCE



SCALE: 1/8" = 1' - 0"




EXISTING  
FASCIA:  
SCALE: NONE


MANUFACTURE: ONE (1) SET OF 26" PAN CHANNEL LETTERS  
ILLUMINATED ON FASCIA

LETTERS: .063 ALUMINUM, WHITE ACRYLIC FACES,  
RED VINYL OVERLAYS OR RED ACRYLIC FACES  
5" RETAINERS, PAINT TO MATCH RED VINYL

ILLUMINATION: WHITE L.E.D. ILLUMINATION

INSTALLATION: INSTALL ON EXTERIOR WALL

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	SALESMAN: SKIP BERG PHONE: 602.810.1546	DESIGNER: C SHORT DATE: 11-21-2018	SIGN TYPE: WALL SIZE: 12" X 24'-0"	PROJECT ITEM NO.: SMGFL - WAL	SCALE: 1/8" = 1' - 0" SCALE:	PAGE: 9 OF 9
	PROJECT ITEM NAME: WAL-1					
	SCALE: 1/8" = 1' - 0"					
	SCALE: 1/8" = 1' - 0"					

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> 7c.
<b>MEETING DATE:</b> January 22, 2019  <b>DEPARTMENT:</b> Administration  <b>STAFF PRESENTER:</b> Jennifer Evans, Management Analyst  <b>SUBJECT:</b> Acceptance of FFY2018 Operation Stonegarden (OPSG) Funds from Arizona Department of Homeland Security for OPSG Overtime and Mileage		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Motion to accept funds from Arizona Department of Homeland Security, in the amount of \$161,000 for overtime wages, benefits and vehicle mileage to conduct OPSG border enforcement activities.

**BACKGROUND/DISCUSSION:**

The Florence Police Department was awarded funds as part of a cooperative effort to address constantly changing threats due to border-related crime and violence. The funds will be used for officer overtime wages/benefits and reimbursement for mileage expenses.

**A VOTE OF NO WOULD MEAN:**

The Town of Florence will not accept \$161,000 in grant funds from Arizona Department of Homeland Security.

**A VOTE OF YES WOULD MEAN:**

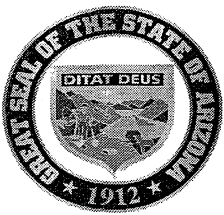
The Town of Florence will accept \$161,000 in grant funds from Arizona Department of Homeland Security.

**FINANCIAL IMPACT:**

There is no matching fund requirement for this grant.

**ATTACHMENTS:**

Subrecipient Agreement 18-AZDOHS-OPSG-180429-01



# State of Arizona Department of Homeland Security



Governor Douglas A. Ducey

Director Gilbert M. Orrantia

December 27, 2018

Chief Daniel Hughes  
Florence Police Department  
425 N. Pinal Street  
Florence, AZ 85132

Subject: FFY 2018 Operation Stonegarden Grant Program Award  
Subrecipient Agreement Number: **180429-01**  
Project Title: **OPSG Overtime-Mileage**

Dear Chief Hughes:

The OPSG Budget/Narrative Application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program (OPSG) has been awarded. The project titled "**OPSG Overtime-Mileage**" has been funded under the Operation Stonegarden Grant Program for **\$161,000**. The grant performance period is **January 1, 2019 through December 31, 2019**. 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). The FFY 2018 federal award date as indicated in the U.S. DHS award package is 9/01/2018 with a total amount of funding of \$25,580,000. The Federal Award Identification Number is EMW-2018-SS-00004-S01.

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS. Go to [www.azdohs.gov](http://www.azdohs.gov), Grant Programs, Operation Stonegarden Grant Program, Grant Award Information, FFY 2018:

1. Two Subrecipient Agreements - Download **two** original OPSG Subrecipient Agreements (**NOTE**: they are specific to the "Overtime/Mileage" and "Equipment" grants):
  - a. Overtime/Mileage Subrecipient Agreement for an Overtime/Mileage grant
  - b. Equipment Subrecipient Agreement for an Equipment grant
2. Financial Forms - Download this Excel document
3. NIMS Compliance Certification - Download this Excel document
4. OPSG Budget Detail (enclosed)
5. Environmental and Historic Preservation (EHP) required documentation (if applicable, see enclosed EHP Designation Letter).

Hard copies of the Subrecipient Agreements, Financial Forms, and the NIMS Compliance Certification 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, 3, 4 and 5 above (if applicable) is not signed and received by AZDOHS on or before April 30, 2019 this award is rescinded and the funds will be reallocated.**

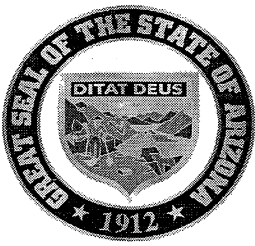
If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. 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 Operation Stonegarden Grant Program award.

Sincerely,

Gilbert M. Orrantia  
Director





Governor Douglas A. Ducey

FFY 2018



Director Gilbert M. Orrantia

## State of Arizona Department of Homeland Security

Dear OPSG Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program has been awarded.

Please be advised, all projects require an Environmental and Historic Preservation review. Your project has been reviewed and it has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham at (602) 542-7041 or [mstidham@azdohs.gov](mailto:mstidham@azdohs.gov) with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subrecipient agreement:

The subrecipient shall comply with Federal EHP regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

# FY 2018 Operation Stonegarden Grant Program

## Overtime/Mileage - Budget Detail

Agency: Florence Police Department

Grant#: 180429-01

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. Subgrantee agrees to the funding shown here:

### OVERTIME

OVERTIME	MILEAGE	TRAVEL	TOTAL AWARD
\$140,000	\$21,000		\$161,000

Project Point of Contact

Print Name

Signature

Date

Strategic Planner or  
Assistant Director Planning &  
Preparedness

**William D. Seltzer**

Print Name

Signature

Date

This form is to be signed and returned.

**SUBRECIPIENT AGREEMENT  
OPERATION STONEGARDEN GRANT PROGRAM  
OVERTIME-MILEAGE**

**18-AZDOHS-OPSG-180429-01**

(Enter Subrecipient Agreement number above (e.g., 180XXX-XX))

**Between**

**The Arizona Department of Homeland Security  
And**

Florence Police Department/Town of Florence

(Enter the name of the Subrecipient Agency above)

**DUNS Number 144375743**

(Enter the DUNS number above)

WHEREAS, A.R.S. section 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

Florence Police Department/Town of Florence

(Subrecipient) for services under the terms of this Agreement (the "Agreement").

**I. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

**II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS**

This Agreement shall become effective on **January 1, 2019** and shall terminate on **December 31, 2019**. 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 AZDOHS as set forth in writing in Subrecipient's grant application titled: "**OPSG Overtime-Mileage**" and funded at \$ 161,000 (as may have been modified by the award letter).  
(Enter funded award amount above)

**IV. MANNER OF FINANCING**

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2018-SS-00004-S01 and CFDA #97.067:

- a) Provide up to \$ 161,000 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](http://www.azdohs.gov).

Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

**V. FISCAL RESPONSIBILITY**

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 and award documentation. 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/PROGRAMMATIC MONITORING**

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. section 35-214 and section 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. part 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than \$750,000 from Federal awards in its previous fiscal year. If the Subrecipient has expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.
- b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.
- c) Subrecipients who do not expend more than \$750,000 in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via [audits@azdohs.gov](mailto:audits@azdohs.gov), a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- d) Subrecipient will be monitored periodically by AZDOHS, 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 on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

**VII. APPLICABLE REGULATIONS**

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO), Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance.

The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

#### **Davis Bacon Act**

HSGP Program subrecipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must obtain written approval from AZDOHS prior to use of any HSGP funds for construction or renovation. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website

<http://www.dol.gov/compliance/laws/comp-dbra.htm>.

#### **Insurance Coverage**

The Subrecipient affirms the organization maintain insurance coverage as described in 2 CFR 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

#### **National Incident Management System (NIMS)**

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

#### **Environmental Planning and Historic Preservation**

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance.

In addition to the above mentioned guidance documents, the following provisions must be adhered to:

### **Consultants/Trainers/Training Providers**

Invoices 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 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. This includes internal personnel hired on backfill/overtime to deliver training. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses 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, meals and incidentals on travel days for consultants/trainers/training providers. See Travel Costs below.

### **Contractors/Subcontractors**

The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 CFR 200 and the applicable NOFO. 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 this Agreement.

### **Travel Costs**

All grant funds expended for travel, lodging, meals and incidentals must be consistent with the subrecipient's policies and procedures, as well as the State of Arizona Accounting Manual (SAAM). These policies must be applied uniformly to both federally financed and other activities of the agency. AZDOHS will reimburse 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: <https://gao.az.gov>.

### **Procurement**

The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions 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 via the Noncompetitive Procurement Request Form. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: [www.azdohs.gov](http://www.azdohs.gov).

### **Training and Exercise**

The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be included and approved in your application and/or approved through the DEMA/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. The Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.
- b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs



(DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

### **Communications Equipment**

All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:

- a) P25 standards;
- b) SAFECOM Guidance;
- c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
- d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC.

### **Nonsupplanting Agreement**

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient 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. 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. section 41-4401—immigration laws and E-Verify requirement.

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. section 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 by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

### **Property Control**

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Property/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. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by

the Subrecipient at the Subrecipient's expense and an updated Property Control Form submitted to AZDOHS.

b) Nonexpendable Property/Equipment and Capital Assets:

- a. Nonexpendable Property/Equipment 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 \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
- b. 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.
- c) 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 quarterly programmatic report. The Property Control Form can be located at [www.azdohs.gov](http://www.azdohs.gov). The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
  - a. 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 and reported to AZDOHS.
  - b. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at [www.azdohs.gov](http://www.azdohs.gov).
- f) Equipment Record Retention
  - a. 2 CFR 200.333 (c): Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

**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 Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The Subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.

- b) The Subrecipient 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 applicable NOFO.

**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." All recipients must comply with Executive Orders 12549 and 12689, and 2 CFR 200.213 which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

**IX. FUNDS MANAGEMENT**

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from 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) calendar 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 form, which is posted at [www.azdohs.gov](http://www.azdohs.gov). Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed. 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.

- b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application. Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.

c) Quarterly Programmatic Reports are due:

**January 15** (for the period from October 1– December 31)

**April 15** (for the period from January 1 – March 31)

**July 15** (for the period from April 1 – June 30)

**October 15** (for the period from July 1 – September 30)

d) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

e) Property Control Form – if applicable:

The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

a. In case of equipment disposition:

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 must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

f) Financial Reimbursements

**The Subrecipient shall provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly.** Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be received by AZDOHS no more than **forty-five (45) calendar days** after the end of the period of performance. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar days** after the end of the period of performance will not be paid. The final reimbursement request as submitted shall be marked as final.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests 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 and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, 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. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

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 paragraph. 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 A - Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 CFR section 200.313.

### **Article B – Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

### **Article C - Procurement of Recovered Materials**

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

### **Article D - Whistleblower Protection Act**

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. section 4304 and 4310.

### **Article E - Use of DHS Seal, Logo and Flags**

Subrecipient hereby acknowledges that it 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 F - USA Patriot Act of 2001**

Subrecipient hereby acknowledges and agrees that it 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. section 175–175c.

**Article G – Universal Identifier and System of Award Management (SAM)**

Subrecipient hereby acknowledges and agrees that it must comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

**Article H - Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 C.F.R. Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

**Article I - Rehabilitation Act of 1973**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

**Article J - Trafficking Victims Protection Act of 2000**

Subrecipient hereby acknowledges and agrees that it must 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. section 7104). The award term is located at 2 C.F.R. Part 175, the full text of which is incorporated here by reference.

**Article K - Terrorist Financing**

The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with the Order and laws.

**Article L - SAFECOM**

The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**Article M - Reporting Subawards and Executive Compensation**

All Subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 CFR Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

**Article N – Department and Suspension**

The Subrecipient hereby acknowledges and agrees that it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict Federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.



**Article O - Copyright**

The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

**Article P - Civil Rights Act of 1964 - Title VI**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.), codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

The Subrecipient hereby acknowledges and agrees that if they collect PII they are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

**Article R - Americans with Disabilities Act of 1990**

The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. sections 12101–12213).

**Article S - Age Discrimination Act of 1975**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

**Article T - Activities Conducted Abroad**

The Subrecipient hereby acknowledges and agrees that it 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 U - Acknowledgement of Federal Funding from DHS**

The Subrecipient hereby acknowledges and agrees that it must acknowledge its 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 V - DHS Specific Acknowledgements and Assurances**

Subrecipient hereby acknowledges and agrees—and agrees to require any 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. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS.

2. Subrecipient hereby agrees to 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. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to 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 Subrecipient 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 Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email at [crcl@hq.dhs.gov](mailto:crcl@hq.dhs.gov) or by mail at U.S. Department of Homeland Security Office of Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination by Subrecipient (or any of its contractors or subcontractors involved in providing goods or services under this Agreement) 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, Subrecipient must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by email or mail at the addresses listed above.

Subrecipient hereby acknowledges and agrees that the United States has the right to seek judicial enforcement of these obligations.

#### **Article W - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements**

The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable. Certain assurances in this document may not be applicable to this Agreement, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations, Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

#### **Article X - Patents and Intellectual Property Rights**

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 CFR Part 401 and the standard patent rights clause in 37 CFR section 401.14.

**Article Y – Notice of Funding Opportunity Requirements**

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. The Subrecipient hereby acknowledges and agrees that it must comply with any such requirements set forth in the program NOFO.

**Article Z – Non-supplanting Requirement**

The Subrecipient receiving Federal financial assistance awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

**Article AA – Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All Subrecipients must comply with the equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

**Article AB – National Environmental Policy Act**

All Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. 1500-1508) for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

**Article AC - Lobbying Prohibitions**

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. section 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

**Article AD - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

**Article AE - 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. section 2225(a), the Subrecipient hereby acknowledges and agrees that it 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. section 2225.

**Article AF - Fly America Act of 1974**

The Subrecipient hereby acknowledges and agrees that it must comply with the following 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. section 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. section 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 AG - Federal Leadership on Reducing Text Messaging while Driving**

All Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

**Article AH - Federal Debt Status**

The Subrecipient hereby acknowledges and agrees that it is 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.

**Article AI - False Claims Act and Program Fraud Civil Remedies**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 38 U.S.C. sections 3801-3812 which details the administrative remedies for false claims and statements made.

**Article AJ - Energy Policy and Conservation Act**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Chapter 77) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**Article AK - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

**Article AL - Duplication of Benefits**

Any cost allocable to a particular Federal award, provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

**Article AM - Drug-Free Workplace Regulations**

The Subrecipient hereby acknowledges and agrees that it must comply drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 30001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

#### **Article AN - Civil Rights Act of 1968**

The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR section 100.201).

#### **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 the Subrecipient's contractors and 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. section 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 hereby assigns to 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 under A.R.S. section 35-154. 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) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. section 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

**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 constitutes 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 XII, AMENDMENTS. 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. 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.

**XXVI. 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.

**XXVII. 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.

**XXVIII. 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 the 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 subrecipients 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.

**XXIX. 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.

**XXX. INDEMNIFICATION**

Each party (as "Indemnitor") agrees to defend, indemnify, 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. The State of Arizona, (AZDOHS) is self-insured per A.R.S. 41-621.



In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

*Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.*

**XXXI. TERMINATION**

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS 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 Agreement 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.

**XXXII. 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.

**XXXIII. 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.

**XXXIV. 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.

**XXXV. 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.

**XXXVI. 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 the DHS and the AZDOHS reserve 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 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.
- d) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

**XXXVII. 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 Street, Suite 210  
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at [www.azdohs.gov](http://www.azdohs.gov).

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

Lieutenant. Terry Tryon

Enter Title, First & Last Name Above  
Florence Police Department/Town of Florence

425 N. Pinal St.

Enter Street Address Above  
Florence Arizona 85132

Enter City, State, ZIP Above

**XXXVIII. IN WITNESS WHEREOF**

The parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF THE**

Florence Police Department/Town of Florence

\_\_\_\_\_  
Authorized Signature Above

Brent Billingsley, Town Manager

\_\_\_\_\_  
Print Name & Title Above

\_\_\_\_\_  
Enter Date Above


**FOR AND BEHALF OF THE**

Arizona Department of Homeland Security

\_\_\_\_\_  
Gilbert M. Orrantia  
Director

\_\_\_\_\_  
Date

*(Complete and mail two original documents to the Arizona Department of Homeland Security.)*

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> 7d.
<b>MEETING DATE:</b> January 22, 2019  <b>DEPARTMENT:</b> Administration  <b>STAFF PRESENTER:</b> Brent Billingsley, Town Manager  <b>SUBJECT:</b> Approval of Town Attorney Employment Agreement with Clifford L. Mattice.		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Property <input checked="" type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Approval of an Employment Agreement with Clifford L. Mattice, Town Attorney.

**BACKGROUND/DISCUSSION:**

The Town Attorney advises the Town Council, Town Manager, Department Managers, and Boards and Commissions regarding legal matters affecting the Town of Florence. The Town Attorney researches local, state and federal law; prepares legal memoranda, opinions and agreements; and reviews and prepares filings in civil proceedings. The Town Attorney also prosecutes criminal misdemeanor cases in the Town's municipal court. As prosecutor, the Town Attorney reviews and prepares long-form criminal charges, conducts pre-trials with defendants and their counsel, and conducts trials.

The approval of a new employment contract for the Town Attorney is consistent with the objectives of the Leadership and Governance Key Priority Area in the Town of Florence Strategic Plan 2017-2022. The activities provided under this contract promote public confidence in municipal governance. Further, retaining the Town Attorney allows the Town to retain a high-quality employee to serve the Town's citizens.

Changes that would be effective upon adoption of the contract:

- Contract will begin January 22, 2019.
- The Contract will be for three years with a two-year renewal option.
- Compensation is a 5% increase from current salary.
- Notice would require 90 days, rather than 30.
- One-hundred-dollar increase, per month, in the automobile allowance.

**A VOTE OF NO WOULD MEAN:**

The existing Town Attorney Employment Agreement with Clifford L. Mattice would expire on or about June 30, 2019.

**A VOTE OF YES WOULD MEAN:**

The Town Council retains the employment of Clifford L. Mattice, pursuant to a new employment contract running through January 31, 2022. The employee would serve as the Town Attorney and Town Prosecutor pursuant to the new agreement.

**FINANCIAL IMPACT:**

The contract provides for the annual salary of \$133,127, plus all benefits payable to full-time employees of the Town. The employee participates in the Arizona State Retirement System and will be entitled to receive any cost of living increases, stipends or base adjustment increases granted to other full-time employees.

**ATTACHMENTS:**

Town Attorney Employment Agreement.

## **TOWN ATTORNEY EMPLOYMENT AGREEMENT EXTENSION**

**THIS EXTENSION EMPLOYMENT AGREEMENT** (“Extension Agreement” or “Agreement”) is made and entered into this 22 day of January, 2019 by and between the **TOWN OF FLORENCE**, an Arizona municipal corporation, hereinafter referred to as “TOWN” or “TOWN COUNCIL” or “COUNCIL”, and **CLIFFORD L. MATTICE**, hereinafter referred to as “EMPLOYEE” or “ATTORNEY”, both of whom understand as follows:

### **Recitals:**

**WHEREAS**, in order to secure the services of the Employee, the Town desires to enter into an agreement embodying the terms of such employment (the “Agreement”); and

**WHEREAS**, the Employee desires to accept such employment and enter into such Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### **SECTION 1. DUTIES**

A. Council hereby agrees to employ Employee as Town Attorney and Employee agrees to assume the powers and perform the function and duties specified in Florence Town Code Title III, Chapter 31, §31.045 et seq., including but not limited to:

i. The drafting and/or review and certification of all ordinances and contracts or other legal documents enacted by the Mayor and Council as required by Arizona law and the Florence Town Code.

ii. Legal advice to the Council, Town Manager and Departments on an as needed basis or as requested by the Council, Town Manager or Department supervisors.

iii. Prosecution of all criminal complaints filed in Florence Magistrate Court except in the event of a conflict as defined by Rule 42 of the Rules of the Arizona Supreme Court – Rules of Professional Conduct.

iv. Attendance at all regular council meetings, and other meetings as requested by the Council or Manager.

v. The defense or prosecution of all civil actions involving the Town and its various departments as directed by the Council and Manager, except in the event of a conflict as defined by Rule 42 of the Rules of the Arizona Supreme Court – Rules of Professional Conduct.

vi. Such other legal services as required by the Town other than those which the Council and Attorney agree require special expertise and should be referred to another attorney; and

Employee further agrees that he will discharge such responsibilities in a manner which is customary to the profession of attorneys and practice of law. Employee agrees that he will at all times exercise the appropriate degree of professional care in the discharge of his duties, that he will keep the Mayor and Council informed as to legal matters which are of concern to the Town or the Council and will endeavor to effectively advise the Town's departments and employees.

B. Employee will devote his full time, efforts and attention to his employment as Town Attorney. During his employment, the Town Attorney shall not, without the prior consent of the Town Manager, directly or indirectly render services which are similar in nature to the duties to be performed by Town Attorney under this Agreement to or for any other person, firm or entity. The Town Attorney may devote a reasonable amount of time to civic and community activities and to participating in professional organizations related to the profession of attorneys and practice of law. It shall not be a violation of this Agreement for the Employee to (i) serve on civic or charitable boards or committees, and (ii) deliver lectures or fulfill speaking engagements at educational institutions and for continuing legal education purposes.

## **SECTION 2. TERM**

A. The term of this Extension Agreement shall be three (3) years from January 1, 2019 ("Effective Date" of the Extension Agreement) through December 31, 2021. One-hundred eighty (180) days prior to the expiration of the Agreement, the Council shall again review the Agreement for renewal of a second term of two (2) years and shall so review the Agreement for renewal each successive term thereafter.

B. Nothing in this Agreement, subject to Section 3 below, shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of Employee at any time.

C. Nothing in this Agreement, subject to Section 3 below, shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position as Town Attorney.

## **SECTION 3. SEPARATION FROM SERVICE**

A. An affirmative vote of at least four (4) members of the Council may suspend the Employee from his duties as Town Attorney with full pay and benefits at any time during the term of this Agreement.



B. The Council may terminate Employee at any time during the term of this Agreement, without any cause whatsoever, by an affirmative vote of at least four (4) members of the Council.

C. In the event that Employee is involuntarily terminated by the Council before the expiration of any term of this Agreement, and at such time is willing and able to perform his duties under this Agreement, then Council shall give Employee ninety (90) days written notice prior to the effective date of termination, subject to subparagraph (D) below. During such ninety (90) day period, Employee shall be responsible for performing all his duties as Town Attorney under this Agreement, if so requested by the Council.

i. At the end of such ninety (90) day period, Council agrees to pay Employee four months aggregate salary plus emoluments (payment of health insurance, life insurance, dental insurance, for the Employee and all dependents in the same amounts and in the same manner as full-time employees of the Employer and retirement benefits, including all benefits payable to classified employees of the Town per any Town personnel policies or regulations in force at the time the Agreement is executed), with such payments to be made periodically in the same manner as during the term of this Agreement. The payment of such health insurance, life insurance and retirement benefits shall cease at such time as Employee becomes re-employed. For purposes of this paragraph, "re-employment" is defined as the date as of which Employee has received compensation for legal services which is substantially equivalent to that required under this Agreement.

ii. If Employee is terminated because of conviction of a felony or serious misdemeanor offense involving moral turpitude, then in such case, Town shall have no obligation to pay any severance sum(s) to Employee whatsoever, except any accrued, unpaid portion of Base Salary through the date of termination (to be paid within 3 days after date of termination) and all vested, nonforfeitable amounts owing and accrued at the date of termination under any and all compensation and benefit plans, programs, and arrangements (to be paid under the terms of the plan, program and arrangements).

D. If Employee voluntarily resigns his position as Town Attorney before the expiration of any term of this Agreement, then Employee shall give the Town Ninety (90) days notice in advance of such resignation, unless the Employee and Council otherwise agree. In such case, Employee is not entitled to the payment of any severance sum whatsoever.

E. As a condition precedent to receiving any severance payment described above, Employee and the Town shall - execute a severance agreement containing a mutual release acceptable to both parties, which shall contain at minimum the parties' 1) full release of each other, and all of their respective agents and employees from any and all claims, including but not limited to demands, damages, causes of action or liability, whether at law or in equity, arising out of Employee's employment or termination by Town, including employment or age discrimination actions, and 2) Employee's

agreement not to initiate or cause to be initiated any suit, claim, grievance, proceeding or investigation of any kind, under any contract, Agreement, statute or regulation pertaining to his employment with Town.

#### **SECTION 4. SALARY AND COMPENSATION**

- A. Town agrees to pay Employee for his services rendered pursuant to this Agreement, an annual salary of \$133,127 payable in installments at the same time and in the same manner that other full-time employees of the Town are paid, plus all benefits payable to classified employees of the Town per any Town personnel policies or regulations in force at the time the Agreement is executed (the "Base Salary"). Employee shall also be entitled to participate in the Arizona State Retirement System during the life of this Agreement and Employer agrees to make all matching contributions required by Arizona State Law. Additionally, the Employer agrees to execute all necessary agreements for the Employee to participate in the Town-sponsored Section 457 Plan.
- B. Any and all increases that full-time employees receive, including base adjustments, merit increases, and stipends shall be equally awarded to Employee.
- C. Automobile and Monthly Expense Allowance: Employee's duties require that he use his personally owned vehicle for Employer's business. Employer has recognized this by agreeing to pay to Employee \$250.00 per month to reimburse Employee for all business use of his vehicle. Employee shall be responsible for paying for liability, property damage and comprehensive insurance, and for the purchase, operation, maintenance, repair and replacement of said automobile.

#### **SECTION 5. HOURS OF WORK**

- A. It is recognized that Employee must devote a certain amount of time outside normal office hours to the business of the Town. Therefore, Town agrees that Employee may be allowed to adjust his hours as deemed appropriate by Employee so long as he is available, and the legal affairs of the Town are not harmed. Employee will make reasonable efforts to maintain office hours of 40 hours per week.

#### **SECTION 6. PROFESSIONAL DEVELOPMENT**

- A. Town shall compensate Employee for all reasonable travel and business expenditures of Town Attorney in accordance with the general personnel policies of the Town, including but not limited to the payment of professional association dues, membership fees and expenses in civic organizations, subscriptions to professional periodicals and educational materials, and appropriate professional conferences.

#### **SECTION 7. VACATION AND SICK LEAVE**

- A. Employee shall earn four (4) weeks vacation per year beginning with the date this Agreement is executed. The Employee may accrue unused vacation time of up to 400

hours and shall be eligible to use the Town's newly approved "Vacation Buyback" Program. Any such vacation time taken shall be coordinated with the Town's departments and staff to ensure effective management of the Town during the Town Attorney's vacation(s). In the event of termination, either voluntarily or involuntarily, the Employee shall be compensated for all accrued and unused vacation time as of the date of termination, not to exceed 400 hours.

B. Employee shall be entitled to accrue sick leave in the same manner provided to all other full-time Town employees.

## **SECTION 8. INSURANCE AND INDEMNIFICATION**

A. The Town shall maintain a comprehensive general liability, errors and omissions policy which protects the Employee from any and all claims associated with the reasonable performance of the Town Attorney's duties. The Town shall bear the full cost of any insurance, fidelity or other bonds required of Employee under any law or ordinance.

B. The Town shall defend, save harmless and indemnify Employee against any tort, professional liability claim, or other demand or legal action, groundless or otherwise, whether arising at law or in equity, from any alleged act or omission occurring in the performance of Employee's duties as Town Attorney. The Council may compromise and settle any such claim or suit in its sole discretion.

## **SECTION 9. NOTICES**

A. Any notices required to be given pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, or through overnight carrier service, addressed as follows or as such address(es) may be changed from time to time upon notice to the other:

Town: Town of Florence  
Town Clerk  
775 N. Main Street  
P.O. Box 2670  
Florence, AZ 85132

Employee: Clifford L. Mattice  
6837 North 15<sup>th</sup> Place  
Phoenix, AZ 85014

**SECTION 10.            BREACH OF AGREEMENT; ATTORNEY FEES;  
VENUE**

A.        In the event of a breach of this Agreement by either the Town or Employee resulting in damages to either party, that party may recover from the party breaching this Agreement all damages that may be sustained.

B.        In the event it becomes necessary for either party to bring legal action or suit to enforce any provision of this Agreement, the parties agree that the prevailing party shall be entitled to reasonable attorney fees and all costs of suit.

C.        The venue for any suit, claim, arbitration or other legal action pertaining to this Agreement shall be in Pinal County, Arizona.

**SECTION 11.            ENTIRE AGREEMENT**

A.        This Agreement contains the entire Agreement between Town and Employee. No other promises, representations, warranties or covenants have been relied upon by either Town or Employee in executing this Agreement.

**SECTION 12.            ASSIGNMENT**

A.        This Agreement is not assignable, either in whole or in part, by either Town or Employee.

**SECTION 13.            INTERESTS OF HEIRS AND EXECUTORS**

A.        This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee, if any.

**SECTION 14.            GENERAL PROVISIONS**

A.        This Agreement shall become effective as of the date of its execution by both the Town and Employee and shall replace and supersede any prior Agreements between the Town and Employee as of the effective date.

B.        If any provision or portion thereof of this Agreement is held unenforceable, invalid, unlawful or unconstitutional, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Town of Florence has caused this Agreement to be signed and executed by and on its behalf by its Mayor, and duly attested by its Town Clerk, and Employee has signed and executed this Agreement the day and year first above written.

**TOWN OF FLORENCE:**

**APPROVED AND ACCEPTED AS TO  
FORM:**

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Tara Walter, Mayor

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Clifford L. Mattice, Town Attorney

**ATTEST:**

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Lisa Garcia, Town Clerk