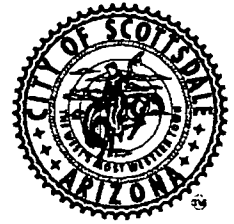


# CITY COUNCIL REPORT



Meeting Date: *September 13, 2022*  
General Plan Element: *Public Services & Facilities*  
General Plan Goal: *Provide city service facilities to meet the needs of the community*

## ACTION

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Adopt Resolution No. 12585 authorizing the acceptance, of United States Department of Homeland Security Grant funds in the amount of \$183,000 through the Securing the Cities (STC) Program.

The Mayor is hereby authorized and directed to execute, on behalf of the City, Subrecipient Agreement No. 2022-138-COS, between the City and Maricopa County, for the acceptance of \$183,000 in grant funds for the purpose of countering weapons of mass destruction from the United States Department of Homeland Security through the Securing the Cities (STC) Program Implementation Cooperative Agreement.

A \$183,000 budget transfer from the adopted FY 2022/23 Future Grants Budget and/or Grant Contingency to a newly created cost center within the Fire Department's operating budget to record the related grant activity.

## BACKGROUND

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The City Council adopted Intergovernmental Agreement No. 2022-014-COS, council approved March 1, 2022, authorizing the city to participate in the Maricopa County Securing the Cities Program. The STC Program is a regional effort geared towards enhancing radiological and nuclear detection and interdiction (Preventative Radiological and Nuclear Detection or "PRND") capabilities in Maricopa County. The Maricopa County STC Program is funded by the STC Program Grant ("Grant") from the United States Department of Homeland Security Countering Weapons of Mass Destruction Office ("Grantor"). The Grant is awarded to Maricopa County to assist participants in acquiring equipment, training, and support to enhance PRND capabilities in Maricopa County.

The City of Scottsdale has been awarded \$183,000 in grant funds for the purpose of countering weapons of mass destruction from the United States Department of Homeland Security through the Securing the Cities (STC) Program Implementation Cooperative Agreement with Maricopa County.

## ANALYSIS & ASSESSMENT

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Fire Department, Police Department and Emergency Management staff have reviewed the Agreement and believe that its approval will enhance the safety of the City and County.

## RESOURCE IMPACTS

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## City Council Report | Maricopa County Securing the Cities Intergovernmental Agreement

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Through the grant, training of designated staff and responders is funded and reimbursable by the County. Operational use of the equipment by trained individuals will have minimal impact on their primary mission and will include procedures for notification and actions as needed.

A \$183,000 budget transfer from the adopted FY 2022/23 Future Grants Budget and/or Grant Contingency to a newly created cost center within the Fire Department's operating budget to record the related grant activity.

### STAFF RECOMMENDATION

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Staff recommends adoption of Resolution No. 12585 authorizing the acceptance, of United States Department of Homeland Security Grant funds in the amount of \$183,000 through the Securing the Cities (STC) Program.

The Mayor is hereby authorized and directed to execute, on behalf of the City, Subrecipient Agreement No. 2022-138-COS, between the City and Maricopa County, for the acceptance of \$183,000 in grant funds for the purpose of countering weapons of mass destruction from the United States Department of Homeland Security through the Securing the Cities (STC) Program Implementation Cooperative Agreement.

A \$183,000 budget transfer from the adopted FY 2022/23 Future Grants Budget and/or Grant Contingency to a newly created cost center within the Fire Department's operating budget to record the related grant activity.

### RESPONSIBLE DEPARTMENT(S)

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Scottsdale Fire Department

### STAFF CONTACT(S)


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Adam Hoster, Deputy Chief; Fire Department

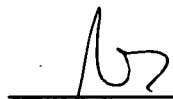
Hugh Lockerby, Lieutenant; Police Department

### APPROVED BY


---

 for Tom Shannon  
Tom Shannon, Fire Chief  
480-312-1821, [TShannon@scottsdaleaz.gov](mailto:TShannon@scottsdaleaz.gov)

8/29/2022  
Date

 for Judy Doyle  
Judy Doyle, Budget Director  
480 312-2603, [JDoyle@Scottsdaleaz.gov](mailto:JDoyle@Scottsdaleaz.gov) for financial assessment

8/29/2022  
Date



Jim Thompson, City Manager  
480-312-2811, JThompson@Scottsdaleaz.gov

Date

8-30-2022

**ATTACHMENTS**

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1. Resolution No. 12585
2. 2022-138-COS (FY 2023 STC Subrecipient Agreement)

RESOLUTION NO. 12585

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF UNITED STATES DEPARTMENT OF HOMELAND SECURITY GRANT FUNDS IN THE AMOUNT OF \$183,000 THROUGH THE SECURING THE CITIES (STC) PROGRAM IMPLEMENTATION COOPERATIVE AGREEMENT WITH MARICOPA COUNTY.

WHEREAS, the City of Scottsdale has been awarded \$183,000 in grant funds for the purpose of countering weapons of mass destruction from the United States Department of Homeland Security through the Securing the Cities (STC) Program Implementation Cooperative Agreement with Maricopa County; and

WHEREAS, acceptance of this grant, if awarded, will enhance the public safety of the City and surrounding communities.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. The Mayor is hereby authorized and directed to execute, on behalf of the City, Subrecipient Agreement No. 2022-138-COS, between the City and Maricopa County, for the acceptance of \$183,000 in grant funds for the purpose of countering weapons of mass destruction from the United States Department of Homeland Security through the Securing the Cities (STC) Program Implementation Cooperative Agreement.

Section 2. A \$183,000 budget transfer from the adopted FY 2022/23 Future Grants Budget and/or Grant Contingency to a newly created cost center within the Fire Department's operating budget to record the related grant activity.

PASSED AND ADOPTED by the City Council of the City of Scottsdale this \_\_\_\_ day of \_\_\_\_\_, 2022.

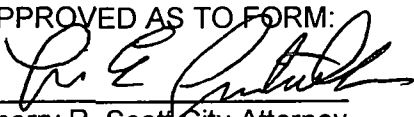
CITY OF SCOTTSDALE, an  
Arizona municipal corporation,

ATTEST:

\_\_\_\_\_  
David D. Ortega, Mayor

\_\_\_\_\_  
Ben Lane, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Sherry R. Scott City Attorney  
By: Luis E. Santaella  
Deputy City Attorney



SUBRECIPIENT AGREEMENT

Jurisdiction: City of Scottsdale

Title: Securing the Cities (STC) Program Implementation Cooperative Agreement

## TABLE OF CONTENTS

<u>Section Description</u>	<u>Page</u>
----------------------------	-------------

### I. INTRODUCTION

§101. Federal Award Information .....	2
§102. Subrecipient Award Information.....	2
§103. Parties to the Agreement.....	3
§104. Representatives of the Parties and Service of Notices .....	3
§105. Independent Party .....	4
§106. Conditions Precedent to Execution of This Agreement .....	5

### II. TERMS AND SERVICES TO BE PROVIDED

§201. Time of Performance .....	6
§202. STC Program and Use of Grant Funds .....	6

### III. PAYMENT

§301. Reimbursement of Grant Funds and Method of Payment .....	13
--	----

### IV. STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein.....	15
§402. Applicable Law, Interpretation and Enforcement .....	15
§403. Integrated Agreement.....	15
§404. Excusable Delays .....	15
§405. Breach .....	16
§406. Prohibition Against Assignment or Delegation.....	16
§407. Subcontractor Assurances .....	16
§408. Remedies for Noncompliance .....	16
§409. Termination .....	16
§410. Permits .....	18
§411. Nondiscrimination and Affirmative Action .....	18
§412. Indemnification .....	18
§413. Conflict of Interest.....	18
§414. Restriction on Disclosures.....	19
§415. Publications and Use of Grantor Markings .....	19

§416. Compliance with Applicable Regulations and Statutes.....20

V.

DEFAULTS, SUSPENSION, AND AMENDMENTS

§501. Defaults .....23

§502. Amendments .....23

§503. Complete Agreement.....23

Execution (Signature)..... 24

SUBRECIPIENT AGREEMENT BETWEEN  
CITY OF SCOTTSDALE  
AND THE MARICOPA COUNTY, DEPARTMENT OF EMERGENCY  
MANAGEMENT

THIS SUBRECIPIENT AGREEMENT ("Agreement" or "Contract") is made and entered into by and between Maricopa County, through the Department of Emergency Management ("County"), and the City of Scottsdale, an Arizona municipal corporation. The County and the City of Scottsdale are referred to as the "Parties".

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security ("DHS"), through its Countering Weapons of Mass Destruction Office<sup>1</sup> ("CWMD" and along with DHS, collectively "Grantor"), has provided financial assistance to the County through the Grantor's Securing the Cities Program Cooperative Agreement for the Maricopa County region (the "Grant") to assist the County in developing a regional structure of law enforcement and first responder organizations to identify, prevent and respond to potential nuclear and radiological threats in the Maricopa County region (the "STC Program"); and

WHEREAS, the County was first awarded grant funding on September 25, 2020, to implement the Maricopa County STC Program (Grant No. 20CWDSTC00016-02-01; C# C-15-21-005-X-00); and

WHEREAS the Grantor established the STC Program Implementation Cooperative Agreement ("Implementation Grant") to sustain STC programs, including the Maricopa County region, from September 25, 2020, through October 20, 2029; and

WHEREAS, the Grantor intends to provide such financial assistance to the County in annual budget allocations of grant funds for a period of ten (10) years (the "Grant Funds"), subject to the availability of funding; and

WHEREAS, the Grantor has already provided the first and second and a pending third allocation of Grant Funds to the County for a pending total of: \$4,050,000, for the period of July 1, 2022 – June 30, 2023 such Budget Period 1 Allocation having been authorized by the Maricopa County Board of Supervisors (C-15-21-005-X-01), and

WHEREAS, the County shall annually reapply for funding for each subsequent grantyear during the term of this Agreement, and request approval from the Maricopa County Board of Supervisors to accept the corresponding grant award allocation; and

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<sup>1</sup> Formerly, the Domestic Nuclear Detection Office ("DNDO")



WHEREAS, the County has designated the Department of Emergency Management ("MCDEM") to provide for the proper monitoring of the funding and administration of the Grant; and

WHEREAS, the Subrecipient has previously entered into an Intergovernmental Agreement with the County memorializing Subrecipient's participation in the STC Implementation Program and the MCDEM administration of the STC Implementation Program; and

WHEREAS, the County and Subrecipient are desirous of executing this Agreement as authorized by the Maricopa County Board of Supervisors and City Council (C-15-22-001-X-03) to allow for the reimbursement by Grant Funds of certain personnel costs relating to training, exercise, and drills of the Subrecipient and the use by Subrecipient of certain County equipment purchased by Grant Funds, all in accordance with the conditions set forth in this Agreement, not to exceed \$183,000.00.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the County and the Subrecipient (each a "Party" and collectively, the "Parties") agree as follows:

## I. INTRODUCTION

### §101. Federal Award Information

The "Federal award" (as such term is defined in the Code of Federal Regulations ("CFR"), 2 CFR §200.38, and used in this Agreement) is the Maricopa County Region Securing the Cities Program FAIN # 20CWDSTC00016, Assistance listing Number #97.106, Federal Award Date 09/25/2020. This is not a "Research & Development" award as defined in 2 CFR §200.1 and 200.332.

The "Federal awarding agency" (as such term is defined in 2 CFR §200.1 and used in this Agreement) is the U.S. Department of Homeland Security ("DHS"), through its Countering Weapons of Mass Destruction ("CWMD") Office

The County, acting through MCDEM, acts as the "pass-through entity" (as such term is defined in 2 CFR §200.1 and used in this Agreement) for the subaward of the Federal award to the Subrecipient for the benefit of the Maricopa County Region.

### §102. Subrecipient Award Information

Subrecipient hereby accepts the following subaward ("Subaward") of the Federal award upon the terms and conditions set forth in this Agreement:

Subaward Amount:

Year	Budget Period	Allocation
1	July 1, 2022 – June 30, 2023	\$183,000.00
2	July 1, 2023 – June 30, 2024	Subject to DHS funding/County Approval
3	July 1, 2024 – June 30, 2025	Subject to DHS funding/County Approval
4	July 1, 2025 – June 30, 2026	Subject to DHS funding/County Approval
5	July 1, 2026 – June 30, 2027	Subject to DHS funding/County Approval
6	July 1, 2027 – June 30, 2029	Subject to DHS funding/County Approval
7	July 1, 2029 – June 30, 2029	Subject to DHS funding/County Approval
8	July 1, 2029 – June 30, 2030	Subject to DHS funding/County Approval
9	July 1, 2030 – June 30, 2031	Subject to DHS funding/County Approval

Subaward Period of Performance: **July 1, 2022, through  
June 30, 2031**

Match Requirement: **None**

The term of this Agreement shall be the "Term" as set forth in this Section 201.

#### **§103 Parties to the Agreement**

The Parties to this Agreement are:

- A. The Maricopa County, Department of Emergency Management, having its principal office at 5630 East McDowell Road, Phoenix, Arizona 85008; and
- B. The City of Scottsdale, having its principal office at 3939 N Drinkwater Blvd., Scottsdale, AZ 85251.
  - The City of Scottsdale Police Department, having its principal office at 8401 E Indian School Rd., Scottsdale, AZ 85251
  - The City of Scottsdale Fire Department, having its principal office at 8401 E Indian School Rd., Scottsdale, AZ 85251

#### **§104. Representatives of the Parties and Service of Notices**

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:
  - 1. The representative of MCDEM shall be, unless otherwise stated in this Agreement:

Jeff Nelson, Emergency Operations Supervisor  
Maricopa County Department of Emergency Management  
5630 E. McDowell Road  
Phoenix, Arizona 85008  
(602) 273-1411  
[Jeffrey.Nelson@maricopa.gov](mailto:Jeffrey.Nelson@maricopa.gov)

2. The representative of City of Scottsdale:

Troy Lutrick, Emergency Manager  
City of Scottsdale  
8401 E Indian School Road,  
Scottsdale, AZ 85251  
480-312-3111  
[TLutrick@scottsdaleaz.gov](mailto:TLutrick@scottsdaleaz.gov)

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five business days of said change.

§105. Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the County. No employee of Subrecipient is, or shall be, an employee of the County by virtue of this Agreement, and Subrecipient shall so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the County by virtue of this Agreement. The provisions of this Section 103 shall not apply to Subrecipient if it is a proprietary department of the County.

§106. Financial Audit/Programmatic Monitoring

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

- A. In addition, in compliance with the Federal Single Audit Act (31 USC 7501-7507) as amended by the Single Audit Act Amendments of 1996 (P.L. 104-156) and 2 C.F.R. 200.501, the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 C.F.R. 200 (Uniform

Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends \$750,000 or more 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 MCDEM 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 MCDEM 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.

**[THIS SECTION IS INTENTIONALLY LEFT BLANK]**

II.  
TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall be from July 1, 2022, through June 30, 2031 (the "Term"). Subrecipient shall cooperate with the County and Grantor in completing any necessary close out activities in connection with the Grant.

§202. STC Implementation Program and Use of Grant Funds

A. STC Implementation Program Participation

Subrecipient and the County previously entered into that a Intergovernmental Agreement ("IGA") setting forth certain terms and conditions of Subrecipient's participation in the STC Implementation Program (the "MOU"). As a participating agency in the STC Program, Subrecipient shall be reimbursed through Grant Funds for certain training, exercise, and drill-related personnel expenses and Subrecipient shall have use of certain equipment purchased with Grant Funds, all in accordance with the terms and conditions of the Grant, this Agreement and the policies and procedures of the STC Implementation Program. In consideration therefore, Subrecipient agrees as follows:

1. Subrecipient shall comply with the terms and conditions of the IGA and this Agreement, and the policies and procedures of the STC Program as may be approved and adopted by the MCDEM Approval Authority (as may be required) and/or the Executive Committee in the STC Program.
2. Subrecipient shall comply with the applicable Requirements (as such term is defined in Section 414) of the Grant and any Requirements promulgated by MCDEM in connection with the administration of the Grant, including, without limitation, Requirements related to the reimbursement and auditing of expenses related to the use of Grant Funds and the procurement and use of all equipment, services and items purchased with Grant Funds.
3. Subrecipient shall designate an authorized representative to attend all Executive Committee meetings of the STC Program and shall designate appropriate subject matter expert representatives to attend subcommittee meetings of the STC Program. Subrecipient shall make good faith efforts to minimize any absence of its representatives at such meetings and to remain in good standing. Excessive absences in Executive Committee Meetings could impact the partner's standing and prioritization in training, funding,

and equipment, unless communicated with Program staff.

4. Through its representatives to the STC Implementation Program, Subrecipient shall work with other participating agencies in the STC Implementation Program in developing and updating the following plans for the STC Program: (a) Operations Plan, (b) Integrated Preparedness Plan, (c) Equipment Plan, and (d) Information Exchange Plan (collectively, the "Plans"). Subrecipient shall assist MCDEM in developing and executing the scope of projects associated with the Plans. Subrecipient shall also collaborate with other participating agencies in the STC Program to develop appropriate implementation and sustainment plans as needed.
5. Subrecipient shall collaborate in good faith with other participating agencies in the STC Program in developing various protocols that will be adopted by the participating agencies of the STC Program. Such protocols shall include protocols for the detection, collection, dissemination, screening and reporting of information regarding possible radiological and nuclear threats or incidents in the Maricopa County region. Such protocols shall involve the notification of such threats or incidents to the Arizona Counter Terrorism Information Center (ACTIC), Federal Bureau of Investigation, U.S. Department of Homeland Security Countering Weapons of Mass Destruction, and the United States Department of Energy.
6. Subrecipient shall complete any required trainings, drills, and exercises as set forth in the Integrated Preparedness Plan that is adopted by the STC Program and as may be required by the Grantor. Subrecipient shall timely complete and submit to MCDEM any forms and reports required by CWMD under the Grant in connection with Subrecipient's activities as a participant in the STC Program, including activities involving incident reporting, training, exercise, and operations.
7. Subrecipient shall not be reimbursed by Grant Funds or the County for any expenses incurred by it which is not approved by MCDEM and the Grantor and which is not strictly set forth in the budget for use of Grant Funds in the STC Implementation Program as such budget is approved by MCDEM and the Grantor. Subrecipient shall provide requested information to MCDEM to assist in the development of such budget by, without limitation, submitting relevant cost information associated with proposed budget items.

B. Maricopa County Department of Emergency Management Responsibilities

Subrecipient hereby acknowledges and agrees that MCDEM, as the primary applicant and recipient of the Grant, is the sole fiscal agent and lead agency with regards to the use of Grant Funds in the STC

Program and that all fiscal and administrative matters (including the procurement of any services, goods, or equipment) regarding the use of Grant Funds shall be managed and overseen by MCDEM. Subrecipient agrees to cooperate in good faith with MCDEM duties as fiscal agent and lead agency of the Grant, such duties to include, without limitation, the following:

1. Administration of the STC Program and the Grant, including the managing all fiscal operations and procurement activities involving Grant Funds.
2. Development and submission of applications to the Grantor for annual allocations of Grant Funds and serving as the primary point of contact for the STC Program with the Grantor.
3. Development of annual budgets for use of Grant Funds in the STC Program.
4. Coordination of the distribution and licensing to Subrecipient of STC Program equipment, source materials, and training and exercise schedules.
5. Periodic inspections and audits of all STC Program related materials, equipment, records, documents, and other assets acquired by or related to the use of Grant Funds which may be in the possession or control of the Subrecipient. Maricopa County requires that each fiscal year employees visually inspect any assets over \$5,000.00.

C. Reimbursement of Training & Exercise-Related Personnel Expenses

As a participant in the STC Program, Subrecipient shall ensure that its designated representatives shall attend all training and exercises as required by the Grantor and as set forth in the STC Program's Integrated Preparedness Plan (IPP) formerly known as the Multi-Year Training and Exercise Plan ("MYTEP") as adopted by a majority of the STC Program participants. Subrecipient shall have the right to participate in the development of the IPP through the participation of its designated representatives in the STC Program Training & Exercise subcommittee tasked with the development of the IPP.

All Grant Funds allocated to the Subrecipient under this Agreement shall be disbursed ONLY for reimbursement of Subrecipient's personnel expenses associated with the attendance and participation of Subrecipient's designated representatives in any IPP training and/or exercise. All such reimbursements shall be in strict accordance with the STC Program budget for training and exercise reimbursement as approved by the Grantor and MCDEM. Further, any such reimbursement



shall be strictly limited to backfill and overtime costs directly resulting from Subrecipient's designated representatives' attendance and participation at such IPP training and/or exercise and shall be reimbursed at a rate and amount as approved by MCDEM and the Grantor ("Training Reimbursement"). Subrecipient shall prepare, track, maintain and submit to MCDEM originally executed timesheets, timekeeping documents, and any other supporting documentation, all in a form and manner as approved by MCDEM and all as necessary to fully and accurately evidence time expended by Subrecipient's designated representatives in attending approved IPP trainings and/or exercises and the allowable expenses incurred by Subrecipient in connection with such attendance ("Expense Documentation"). All such Expense Documentation shall satisfy applicable Federal, State and County audit and review standards and requirements and shall be prepared at the sole expense and responsibility of Subrecipient. MCDEM may request, in writing, changes to the content and format of such documentation at any time and it reserves the right to request additional supporting documentation to substantiate costs that are to be reimbursed with Grant Funds. All Expense Documentation must be submitted to MCDEM within thirty (30) days after attendance/participation at the applicable IPP training and/or exercise in order to be eligible for reimbursement with Grant Funds.

D. Equipment and Materials Purchased with Grant Funds

The procurement of all equipment and materials acquired with Grant Funds ("Equipment") shall be the sole responsibility of MCDEM, and title to such Equipment shall vest in MCDEM as the primary recipient of Grant Funds. Equipment selected for purchase by the County with Grant Funds shall be in accordance with the STC Program Equipment Plan. Subrecipient shall have the right to participate in the development of such Equipment Plan through the participation of its designated representatives in the STC Program Equipment subcommittee tasked with the development of the Equipment Plan. As a participant in the STC Program, Subrecipient shall have the opportunity to use certain selected Equipment for Subrecipient's activities in the STC Program on a license-to-use basis with title remaining with MCDEM ("License"), the selection of such Equipment to be made by a majority of the STC program participants and the DHS CWMD and MCDEM Approval Authority. Subrecipient hereby agrees that, in the event Subrecipient is granted a License to use any Equipment, such License is made on the following terms and that Subrecipient shall comply with such terms:

1. Subrecipient shall be solely responsible for taking possession and transporting the Equipment from the County designated location to Subrecipient's premises and properly installing the Equipment for use at the Subrecipient's location approved by MCDEM. Subrecipient shall be solely responsible for removing the Equipment from Subrecipient's premises and returning it to the County's designated location.
2. To extent permitted by law, Subrecipient shall indemnify the County for any and all liabilities, damages, claims and/or losses arising out of, or related to, Subrecipient's use and possession of the Equipment. For purposes of this Agreement, Subrecipient's possession of the Equipment shall commence at the time Subrecipient is given possession of the Equipment at a designated County location where the Equipment is stored and shall continue until such Equipment is returned back into the possession of the County at the designated County location where the Equipment is to be returned for County storage.
3. Subrecipient shall properly maintain, safeguard, and inventory the Equipment in accordance with procedures prescribed and approved by MCDEM, the STC Program Equipment Plan, and the regulations of the Grant, including the provisions set forth in 44 Code of Federal Regulations (CFR) Section 13.32(d). Proper maintenance shall include all calibration and repair of the Equipment necessary to maintain the Equipment in good working order. All maintenance, calibration, and repair ("Maintenance") of the Equipment shall be coordinated through MCDEM, shall require its prior written approval, and shall be undertaken only by appropriately licensed personal authorized and deemed qualified by MCDEM.
4. Subrecipient shall timely and properly install the Equipment at Subrecipient's location as agreed to by MCDEM. Subrecipient shall operate and use the Equipment strictly in connection with its activities in the STC Program and in a manner as approved by MCDEM. Subrecipient shall limit access to the Equipment (including access for maintenance and inspections) to personnel, time, place, and manner as authorized in writing in advance by the MCDEM. Subrecipient shall not remove or cease operation of the Equipment from its pre-approved location without prior written authorization from MCDEM. Any replacement of the Equipment shall be coordinated through MCDEM and shall require its prior written approval, and Subrecipient's use of such replacement

Equipment shall be subject to the same License terms as set forth herein.

5. Subrecipient shall utilize a database inventory for the purpose of tracking Subrecipient's Equipment. Subrecipient shall enter and update information and data related to the use and maintenance of the Equipment as required by MCDEM, including information and data regarding the Equipment's location, operations, audits, inspections, maintenance, calibration, repair, and replacement activities.
6. Subrecipient acknowledges and agrees that the MCDEM and the Grantor shall have the right to access and inspect the Equipment at Subrecipient's location at any time as may be deemed necessary by MCDEM and/or the Grantor. Such access and inspection rights shall also include regularly scheduled monitoring visits by MCDEM. Subrecipient shall cooperate with MCDEM in coordinating all such monitoring visits. Maricopa County requires that each fiscal year employees visually inspect any assets over \$5,000.00.
7. In the event that any activities in connection with the Equipment requires the services of a third-party vendor, the procurement of such services shall be executed solely by MCDEM. In no event shall any expenses incurred in connection with any activities of the Equipment (maintenance, installation, removal, replacement or otherwise) be reimbursed with Grant Funds if such activities are undertaken on any equipment other than Equipment as so defined in this Agreement or if such activities are undertaken without the prior written consent of MCDEM and in a manner inconsistent with the provisions set forth in this Agreement.
8. This Equipment License may be terminated (a) upon Subrecipient's breach of any of the License terms set forth herein, (b) upon Subrecipient's breach of any terms of this Agreement or the terms of the MOU, (c) upon Subrecipient's withdrawal or termination of participation from the STC Program, (d) or at any time at the sole discretion of MCDEM upon thirty (30) days written notice. Within thirty (30) days from the date the License is terminated, Subrecipient shall return the licensed Equipment to the County at the County's designated location.

E. Source Materials

As part of the STC Program, MCDEM has or will obtain certain low-grade radiological materials for use in training and exercise activities ("Source Materials") related to the STC Implementation Program. These Source Materials may be stored at various sites controlled by participating

agencies in the STC Program. If a site controlled by the Subrecipient is selected to store Source Materials, Subrecipient agrees to comply with STC Program requirements regarding certification and training of Radiation Safety Officers and State of Arizona Department of Health Services or other applicable regulations regarding the handling, storage, and security of Source Materials. MCDEM shall work cooperatively with Subrecipient to execute any agreements or instruments necessary to allow for the proper handling, storage, security and use of Source Materials at Subrecipient's site(s) in connection with the STC Program.

**[THIS SECTION INTENTIONALLY LEFT BLANK]**

III.  
PAYMENT

§301. Reimbursement of Grant Funds and Method of Payment

- A. The MCDEM shall disburse to Subrecipient its total allocated Grant amount of **\$ 183,000.00** to reimburse Subrecipient for personnel expenses incurred in connection with STC Program training and exercise activities as described in Section 202 above. Such Grant amount represents the total reimbursement amount allocated to Subrecipient and approved by MCDEM and the Grantor for **Budget Period 1**. The disbursement of such funds shall be made on a reimbursement basis only and the distribution of training and equipment is decided on by the partner's leadership and not by MCDEM Program Staff.
- B. During the term of this Agreement, unspent Grant Funds from one Budget Period shall carry over to the subsequent Budget Period, subject to annual review and approval by the County and as acceptable to the Grantor.
- C. Subrecipient shall prepare, maintain, and provide to the County invoices requesting payment as well as purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts, and any other supporting documentation necessary to describe the expenditure of funds fully and accurately for which reimbursement from Grant Funds is sought under this Agreement. All such supporting documentation shall satisfy applicable Federal, State and County audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of the Subrecipient, and the County will not reimburse the Subrecipient for any costs incurred for such preparation. The County may request, in writing, changes to the content and format of such documentation at any time, and the County reserves the right to request additional supporting documentation to substantiate costs incurred at any time.
- D. Payment of final invoices shall be withheld by the County until MCDEM has determined that Subrecipient has turned in all supporting documentation and satisfied the requirements of this Agreement.
- E. It is understood that the County makes no commitment to fund this Agreement beyond the terms set forth herein. Funding for all Budget Periods of this Agreement is subject to the continuing availability to the County of federal funds for this program from the Grantor. The Agreement may be terminated immediately by the County upon written notice to Subrecipient of such loss or reduction of Federal grant funds.
- F. Final Reimbursement Requests for this Subaward must be received by the County no later than thirty (30) days prior to the end of the Term to

allow the County sufficient time to complete close-out activities for this Subaward (the "Reimbursement Deadline"). Any Reimbursement Request submitted after the Reimbursement Deadline shall be rejected unless approved by MCDEM in advance of the Reimbursement Deadline.

- G. Jurisdiction must stay in compliant with Maricopa County single audit requirements.
- H. STC Partners are required to notify the MCDEM STC Program Office of their anticipated training plans to spend their remaining budget by March 1, 2023. Excess and unplanned funding may be reallocated to other STC Partners based on their Fully Operational Capability (FOC) goals or to address shifting operational needs. Funding reallocations will not negatively impact future Sub-Recipient budgets, as the priority will remain to provide the STC Partners with appropriate funding to achieve their FOC training goals.

**[THIS SECTION INTENTIONALLY LEFT BLANK]**

IV.  
STANDARD PROVISIONS

§401 Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of Arizona, the Maricopa County, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of Arizona without regard to conflict of law principles. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

In any action arising out of this Agreement, Subrecipient consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state and federal courts located in Maricopa County, Arizona.

If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby.

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in

either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

#### §405. Breach

Except for excusable delays as described in §405 herein, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

#### §406. Prohibition Against Assignment or Delegation

Subrecipient may not, unless it has first obtained the written permission of the County:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

#### §407. Subcontractor Assurances

Subrecipient shall contractually obligate all of its contractors, subcontractors and vendors funded by Subaward funds as may be required to ensure that Subrecipient can comply with all of the Requirements and other provisions of this Agreement.

#### §408. Remedies for Noncompliance

Subrecipient acknowledges and agrees that, in the event Subrecipient fails to comply with the terms and conditions of this Agreement, the Federal awarding agency or the County shall have the right to take one or more of the actions set forth in 2 CFR §200.339.

Subrecipient shall be granted the opportunity to object to and challenge the taking of any remedial action by the Federal awarding agency or the County in accordance with the provisions set forth in 2 CFR §200.341.

#### §409. Termination

Subrecipient acknowledges and agrees that the Subaward, and any obligation to disburse to or reimburse Subrecipient in connection thereto, may be terminated in whole or in part by the Federal awarding agency or the County as set forth in 2 CFR §200.340. Subrecipient shall have the right to terminate the Subaward



only as set forth in 2 CFR §200.340. In the event the Subaward is terminated, all obligations and requirements of this Agreement and the Grant shall survive and continue in full force and effect in connection with any portion of the Subaward remaining prior to such termination, including, without limitation, the closeout and post closeout requirements set forth in this Agreement.

A. Termination for Convenience

County may terminate this Contract for County's convenience at any time by providing Subrecipient thirty (30) days written notice. Upon receipt of the notice of termination, Subrecipient shall immediately act not to incur any additional obligations, costs, or expenses, except as may be necessary to terminate its activities. County shall pay Subrecipient its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Subrecipient to effect the termination. Thereafter, Subrecipient shall have no further claims against the County under this Contract.

B. Termination for Cause

1. Except for Excusable Delays as provided in Section 405, if Subrecipient fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, County may give Subrecipient written notice of the default. County's default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of County. Additionally, County's default notice may offer Subrecipient an opportunity to provide County with a plan to cure the default, which shall be submitted to County within the time period allowed by County. At County's sole discretion, County may accept or reject Subrecipient's plan. If the default cannot be cured or if Subrecipient fails to cure within the period allowed by County, then County may terminate this Agreement due to Subrecipient's breach of this Agreement.
2. If a federal or state proceeding for relief of debtors is undertaken by or against Subrecipient, or if Subrecipient makes an assignment for the benefit of creditors, then County may immediately terminate this Contract.
3. If Subrecipient engages in any dishonest conduct related to the performance or administration of this Contract or violates County's laws, regulations or policies relating to lobbying, then County may immediately terminate this Contract.
4. The rights and remedies of County provided in this section shall not be exclusive and are in addition to any other rights and remedies

provided by law or under this Contract.

- C. In the event that this Contract is terminated, Subrecipient shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

#### §410. Permits

Subrecipient and its directors, officers, agents, employees, and contractors/subcontractors, to the extent allowed hereunder, shall obtain, and maintain all licenses, permits, certifications and other documents necessary for Subrecipient's performance hereunder and shall pay any fees required therefor. Subrecipient shall immediately notify the County of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

#### §411. Nondiscrimination and Affirmative Action

Subrecipient shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of Arizona, and the County of Maricopa. In performing this Agreement, the Subrecipient shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical disability, mental disability, marital status, domestic partner status, or medical condition. The Subrecipient shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). Any subcontract entered into by the Subrecipient relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

#### §412. Indemnification

Each of 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 Indemnitor, its officers, officials, agents, employees, or volunteers.

#### §413. Conflict of Interest

- A. Subrecipient shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family,

business, or other ties. Subrecipient covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract.
2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
3. The participation of such person would be prohibited if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

#### §414. Restriction on Disclosures and Confidentiality

Subrecipient agrees to keep all information exchanged or provided through the STC Program strictly confidential, including any confidential, proprietary, or non-public information, including sensitive security information (as defined by 49 CFR Part 1520). Subrecipient agrees to discuss with County in good faith whether it is necessary or desirable to disclose any particular information, and if so, to whom. In the event Subrecipient receives a request from a third party for information provided to them as part of the STC Program, Subrecipient shall afford the County and the other participants of the STC Program an opportunity to seek an appropriate protective order.

#### §415. Publications and Use of Grantor Markings

All publications created or published with funding under this Grant shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, 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 FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."* Subrecipient shall comply with requirements to acknowledge 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 by Grant Funds.

Subrecipient shall obtain Grantor approval prior to using Grantor seal(s), logos, crests or reproductions of flags or likenesses of Grantor agency officials, including the use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

§416. Compliance with Applicable Regulations and Statutes

Subrecipient shall comply with all terms and conditions set forth in this Agreement, which includes all guidance, regulations and requirements of the Federal awarding agency that are applicable to a recipient and/or subrecipient of a Federal award or grant. Such requirements are set forth in the following documents and incorporated herein by this reference: (1) Department of Homeland Security FY 2020 Homeland Security Grant Program Notice of Funding Opportunity ("DHS NOFO"), (2) FY 2020 DHS Standard Terms and Conditions ("DHS Standard Conditions"), the Cooperative Agreement Terms and Conditions (FY 2020) and any Continuation Terms and Conditions issued by the DHS Grants and Financial Assistance Division in connection with the Grant (collectively attached hereto as Exhibit E), and (3) the cost principles, uniform administrative requirements and audit requirements for federal grant programs as housed in Title 2, Part 200 of the CFR and in updates issued by the Office of Management and Budget ("OMB") on <http://www.whitehouse.gov/omb/>.

These Requirements also include, without limitation, the following:

A. USA Patriot Act of 2001

Subrecipient shall comply with the applicable Requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c, which, among other things, prescribes criminal penalties for possession of any biological agent, toxin or delivery system not justified under the regulations and which establishes restrictions on access to specified materials.

B. Drug-Free Workplace Requirements

Subrecipient shall comply with applicable Requirements related to maintaining a drug-free workplace, including the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 *et seq.*), codified in 2 CFR 3001. Subrecipient shall execute and submit to the County concurrent with the execution of this Agreement the Certification Regarding Drug Free Workplace Requirements. Subrecipient shall also notify the County if an employee of the Subrecipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.

C. Suspension and Debarment Requirements

Subrecipient shall comply with the applicable Requirements set forth in Executive Orders 12549 and 12689, which provides protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

D. Requirements of Collection and Use of Personally Identifiable Information

Subrecipient shall comply with applicable Grantor guidelines regarding the handling of Personally Identifiable Information (PII), as required by OMB M-07-16 and as set forth in DHS Handbook for Safeguarding Sensitive PII, which can be found at

[https://www.dhs.gov/sites/default/files/publications/Handbook%20for%20Safeguarding%20Sensitive%20PII\\_0.pdf](https://www.dhs.gov/sites/default/files/publications/Handbook%20for%20Safeguarding%20Sensitive%20PII_0.pdf). In collecting PII, Subrecipient shall have a publicly available privacy policy that describes what PII it collects, how it plans to use the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate.

Subrecipient may find DHS Privacy Impact Assessments, guidance and templates online at

[http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_guidance\\_june2010.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf) and at

[http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_template.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf), respectively.

E. Terrorist Financing Prohibition

Subrecipient shall comply with all Executive Orders and other Requirements which prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. These Requirements include, without limitation, EO 13224.

F. Inventions, Patents, Copyrights and Data Rights Requirements

1. When copyrightable material ("Material") is first produced or developed as part of a project funded by Grant Funds, the Grantor, at its discretion, may copyright the Material. If the Grantor declines to copyright the Material, the Grantor and the County shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to reproduce, display, publish, disseminate, perform, prepare derivative works or otherwise use, and authorize others to use, for all government purposes: (a) any Material so produced or developed and (b) any rights of copyright to which Subrecipient purchases ownership with Grant Funds. Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401 or §402 and an acknowledgement of government sponsorship (including Grant award number) to any Material first produced or developed under this Grant. All publications produced with funding from Grant Funds which are submitted for publication in any magazine, journal, or trade papers shall carry statements of acknowledgment and disclaimers as required by the Grantor under the Grant Requirements.

2. The Grantor shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement or to any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works

published in academic, technical, or professional journals, symposiaproceedings, or similar works. "Unlimited rights" means the right touse, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17

U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

#### §417. CANCELLATION PROVISIONS PURSUANT TO A.R.S §38-511

The Parties reserve all rights that each may have to cancel this Agreement for possible conflicts of interest under A.R.S. § 38-511, as amended.

#### §418. COMPLIANCE WITH E-VERIFY PROGRAM.

1. To the extent provisions of A.R.S. §41-4401 are applicable, all Parties warrant to each Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

2. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

3. All of the Parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.

4. Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.

5. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

6. The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

Contract No. 2022-138-COS

Page 26 of 28

## V. DEFAULTS, AMENDMENTS, AND AGREEMENT

### §501. Defaults

Should Subrecipient fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the County reserves the right to terminate the Agreement, reserving all rights under state and federal law.

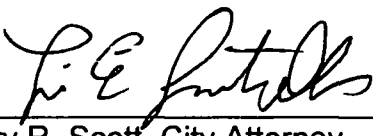
### §502. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by Subrecipient, and any increase or decrease in the amount of compensation/allocation which are agreed to by the County and Subrecipient shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto. Subrecipient agrees to comply with all future County Directives, or any rules, amendments or requirements promulgated by the County affecting this Agreement.

### §503. Complete Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein and neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the County and Subrecipient have caused this Agreement to be executed by their duly authorized representatives.

<b>MARICOPA COUNTY:</b>  By: _____ Bill Gates, Chairman  Date: _____	<b>CITY OF SCOTTSDALE</b>  By: _____ David D. Ortega, Mayor  Date: _____
<b>ATTEST:</b> Clerk of the Board  By: _____ Juanita Garza  Date: _____	<b>ATTEST:</b> City/Town Clerk  By: _____ Ben Lane  Date: _____
<b>COUNTY ATTORNEY:</b>  By: _____  Date: _____	<b>CITY ATTORNEY</b>  By:  Sherry R. Scott, City Attorney By: Luis E. Santaella Deputy City Attorney  Date: 8/30/22