

CITY OF WILLCOX MAYOR AND CITY COUNCIL AGENDA

A REGULAR MEETING OF THE MAYOR AND CITY COUNCIL
OF WILLCOX, ARIZONA

WILL BE HELD JANUARY 6, 2013, AT 7:00 P.M.
AT THE CITY COUNCIL CHAMBERS,
300 W. REX ALLEN DRIVE, WILLCOX, ARIZONA

Resolution No. 2014-05
Ordinance NS 317

NOTICE TO PARENTS: Valley Telecom Group records all Willcox City Council meetings. These recordings may be played and replayed on Valley Telecom Cable Channel 1. If you permit your child to participate in the Council Meeting, a recording will be made of your child's participation. If your child is seated in the audience, he or she may be recorded. If you desire, you may request that your child be seated in a designated area to avoid recording. To do so, please submit your request to the City Clerk prior to the meeting. Arizona Revised Statutes §1-602(A) (9)

AGENDA

The council may discuss, consider and take possible action pertaining to the following:

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE TO THE FLAG

4. CALL TO THE PUBLIC

Call to the Public agenda items are provided as a courtesy to allow citizens an opportunity to voice any concerns or opinions they may have regarding the City of Willcox or other matters properly addressed to the Mayor and City Council. Those wishing to address the Council are required to register by completing an individual speaker's form and filing it with the Clerk before the meeting. The speaker must be recognized by the Mayor before speaking. Time permitting; each presentation will be given approximately three (3) minutes. Organizations may be limited to one (1) speaker. In accordance with Arizona law, citizens need to understand that the City Council is not permitted to respond directly to the citizen speaking on any issues of concern during these agenda items and as a result, action on such matters will be limited to directing staff or rescheduling the matter for further consideration at a later date.

5. DECLARATION ON CONFLICT OF INTEREST

Council members and staff have a right to declare a conflict of interest. The declaration of a conflict of interest must be made prior to discussion of any agenda item in which Council members or staff member determine they have a conflict of interest.

6. ADOPTION OF THE AGENDA

The Council will at this time either adopt the agenda as presented or may remove or table any of the listed agenda items. Tabled items, unless otherwise directed, will appear on the next regular agenda. Council may not add any items to the agenda at this time. Should staff have any recommendations concerning the exclusion or tabling of agenda items they will voice these recommendations at this time.

**CITY OF WILLCOX
MAYOR AND CITY COUNCIL AGENDA**

7. APPROVAL OF MINUTES OF THE REGULAR MEETING OF DECEMBER 16, 2013 Tab 1
8. RESOLUTION 2014-01 APPROVING PURCHASES THROUGH MEMBERS OF ITS GOVERNING BODY Tab 2
9. RESOLUTION 2014-02 APPROVING AND ADOPTING THE 2014 AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE NORTHERN COCHISE HOSPITAL DISTRICT FOR THE PROVISION OF SERVICES FOR SENIOR CITIZENS Tab 3
10. RESOLUTION 2014-03 APPROVING AND ADOPTING THE "ARIZONA DEPARTMENT OF ADMINISTRATION APPROVED FULL SERVICE LEASE WITH THE ARIZONA DEPARTMENT OF PUBLIC SAFETY" BETWEEN THE CITY OF WILLCOX, "LESSOR", AND THE ARIZONA DEPARTMENT OF PUBLIC SAFETY, LESSEE" Tab 4
11. RESOLUTION 2014-04 APPROVING THE ARIZONA DEPARTMENT OF HOMELAND SECURITY GRANT TO FUND OFFICER OVERTIME, MILEAGE, AND EQUIPMENT FOR THE PERFORMANCE OF OPERATION STONEGARDEN Tab 5
12. CITY MANAGER REPORTS
13. COMMENTS NOT FOR DISCUSSION FROM MAYOR AND COUNCIL MEMBERS
14. EXECUTIVE SESSION PER ARS 38-431.03A(1) FOR CITY MANAGER'S SIX MONTH EVALUATION Tab 6
15. DISCUSSION/DECISION RELATED TO CITY MANAGER'S SIX MONTH EVALUATION
16. ADJOURN

Posted this 2nd day of January, 2014

/s/Virginia A. Mefford
Virginia A. Mefford, City Clerk

NOTE: Documentation, if any, for items listed on the Agenda is available for public inspection, a minimum of 24 hours prior to the Council Meeting and at any time during regular business hours, in the Office of the City Clerk, 101 S. Railroad Avenue, Suite B, Willcox, Az., at the Elsie S. Hogan Community Library during regular business hours Monday-Saturday, and on the City's website www.cityofwillcox.org.

NOTE: The City Council Chambers are handicapped accessible. People with special accessibility needs may request reasonable accommodations. Requests must be made 48 hours prior to the meeting by contacting City Hall at 384-4271 during regular business hours 8:00 a.m. to 4:30 p.m., Monday through Friday.

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 16th DAY OF DECEMBER, 2013**

CALL TO ORDER - Mayor Bob Irvin called the meeting to order at 7:00 p.m.

ROLL CALL - City Clerk, Virginia A. Mefford called the roll.

PRESENT

Mayor Robert A. Irvin
~~Vice Mayor Bill Holloway~~
 Councilman Elwood A. Johnson
 Councilman Gerald W. Lindsey
 Councilwoman Monika Cronberg
 Councilman Earl Goolsby
 Councilman William "Bill" Nigh

STAFF

City Manager Ted Soltis
 City Clerk Virginia Mefford
 City Attorney Ann P. Roberts
 Finance Director Ruth Graham
 Interim Police Chief Glenn Childers
 Public Services & Works Director John Bowen
 Library Director Tom Miner
 Development Services Jeff Stoddard

ABSENT

Vice Mayor Bill Holloway - Excused

PLEDGE OF ALLEGIANCE TO THE FLAG - Led by Mayor Irvin

CALL TO THE PUBLIC - Rob Jones stated the Light parade was fantastic. He personally has donated \$100 to Willcox Cares and hopes more community members will do the same to show how much they support their community.

DECLARATION ON CONFLICT OF INTEREST - None

ADOPTION OF THE AGENDA

MOTION: Councilwoman Cronberg made a motion to adopt the agenda.

SECONDED: Councilman Johnson

MOTION CARRIED.

APPROVAL OF MINUTES OF THE REGULAR MEETING OF NOVEMBER 18, 2013.

MOTION: Councilwoman Cronberg made a motion to approve the minutes.

SECONDED: Councilman Lindsey

MOTION CARRIED.

FISCAL YEAR 2013 ANNUAL AUDIT REPORT PRESENTATION BY ROBYN SIBLEY

Ms. Sibley introduced herself and presented the Annual Audit for Fiscal Year 2013. She noted there was no finding which seldom happens during an audit. Ms. Sibley highlighted all the fund increases and decreases. She thanked Council and also thanked Ruth and Connie for getting everything ready for the audit.

ANNUAL GAS LIAISON REPORT PRESENTATION

Mr. Bracamonte, utility supervisor, gave a presentation on the Gas Liaison report. He gave examples of natural gas emergencies, outlined the emergency chain of command, and indicated the Fire Department would assume all gas emergency responsibility. He reported on how to recognize natural gas leaks and what to do. This is done through public awareness campaigns. The City conducts an annual leak survey of the entire gas system for the protection of the public. He gave an update on meter replacement. They are at 70% complete.

THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ HELD ON THIS 16th DAY OF DECEMBER, 2013

NORTHERN COCHISE FUND PRESENTATION BY JIM MARTIN

Mr. Martin gave a presentation on what the Northern Cochise Fund was about. He explained that the fund has gone from \$0 to \$130,000 through donations. The principal is not spent, only the interest. The interest is given out as grants. He further explained that they gave away \$5,000 from interest revenues. Sometimes they get matches from other foundations around the county, so if they give out a \$5,000 grant, it could possibly be for \$10,000 because of the matching grant. Their goal is to grow from \$5,000 of interest to much more. It will take more donations to the principal amount in order to do this. They are trying to get more organizations involved to help with this. He thanked Council for the opportunity to speak.

A REQUEST BY WILLCOX HIGH SCHOOL TO WAIVE FEES FOR USE OF THE COMMUNITY CENTER ON FEBRUARY 1, 2014 FOR THE WINTER FORMAL

MOTION: Councilman Johnson made a motion to approve the waiver of fees for use of the Community Center on February 1, 2014 for the Winter Formal.

SECONDED: Councilwoman Cronberg

MOTION CARRIED.

ORDINANCE NS 316 AMENDING THE CITY CODE, TITLE 1, CHAPTER 6, "COMMON COUNCIL", SECTION 1-6-1, "ELECTED OFFICERS: TERMS AND VACANCIES"

MOTION: Councilman Goolsby made a motion to approve Ordinance NS 316.

SECONDED: Councilwoman Cronberg

DISCUSSION: City Manager Soltis explained this change was required to comply with the state legislature changes. He also noted that the law says the City "may" have a primary election. Research is being done to determine whether the City may choose to only do a general election. If this is the case, it will save the City money. Due to the method of counting votes, with candidates required to have a majority of all votes cast, the City ends up holding both a primary and a general election. Councilman Johnson stated this may increase voter turnout.

MOTION CARRIED.

RESOLUTION 2013-72 PROVIDING FOR COMPLIANCE WITH ARIZONA REVISED STATUTES §16-204 AS AMENDED BY THE ARIZONA STATE LEGISLATURE IN 2012.

MOTION: Councilman Johnson made a motion to approve Resolution 2013-72.

SECONDED: Councilman Goolsby

MOTION CARRIED

RESOLUTION 2013-73 APPROVING AND AUTHORIZING AN APPLICATION TO FEMA FOR THE PURPOSE OF OBTAINING GRANT FUNDS FOR A FIRE TRUCK

MOTION: Councilman Johnson made a motion to approve Resolution 2013-73.

SECONDED: Councilwoman Cronberg

DISCUSSION: Interim Chief Childers gave a brief explanation on grant funding to purchase a fire truck. The grant that the Fire Department had previously applied for was not approved. This grant is for \$550,000. There is a 5% grant match

MOTION CARRIED

RESOLUTION 2013-74 APPROVING AND ADOPTING THE FIVE-YEAR STRATEGIC PLAN PROPOSED BY THE PUBLIC LIBRARY ADVISORY COMMITTEE FOR THE ELSIE S. HOGAN COMMUNITY LIBRARY

MOTION: Councilman Johnson made a motion to approve Resolution 2013-74.

SECONDED: Councilwoman Cronberg

DISCUSSION: Councilman Johnson thanked Mr. Miner for all he has done for the Library.

MOTION CARRIED

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 16th DAY OF DECEMBER, 2013**

CITY MANAGER REPORTS

He participated in First Aid, CPR, and AED (Automated External Defibrillator) training with mainly the police department. It was a good time and he received good training.

The City is in the process of changing billing providers as the other provider the City had has stopped providing the service. The cost is approximately the same.

The City held a successful Mayor/Manager meeting in Willcox. Peggy Fiandaca gave a great presentation that was well received. Afterwards, a tour of Aridus Wine Company facility was given.

The City has been working on Laserfiche, the City's electronic data storage system.

He enjoyed the Willcox Western Christmas Festival and the Lighted Parade.

He visited the Benson Golf Course with John Bowen and Gary Adams. It was a productive meeting.

He attended the Chamber's Annual Meeting and Awards Dinner.

COMMENTS NOT FOR DISCUSSION FROM MAYOR AND COUNCIL MEMBERS

Councilwoman Cronberg wished everyone Happy Holidays.

Councilman Johnson wished everyone Happy Holidays and a prosperous New Year.

Councilman Lindsey expressed the good progress on the south end of town and wished everyone a Merry Christmas.

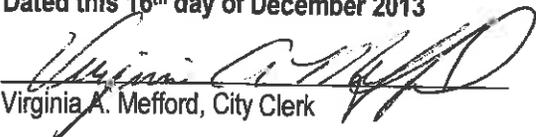
Mayor Irvin gave kudos to the City Manager for getting the motel demolition moving forward.

ADJOURN - Being no further business before the Mayor and Council, the meeting was adjourned at 8:01 pm by Mayor Irvin.

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the City Council of the City of Willcox held on the 16th day of December, 2013. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 16th day of December 2013


Virginia A. Mefford, City Clerk

PASSED, APPROVED AND ADOPTED this 6th day of January 2014.

MAYOR ROBERT A IRVIN

ATTEST:

Date signed: _____

City Clerk Virginia A. Mefford

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2014-01

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, APPROVING PURCHASES THROUGH MEMBERS OF ITS GOVERNING BODY.

WHEREAS, the Mayor and Council of the City of Willcox, Cochise County, Arizona, passed and adopted a purchasing policy on January 7, 2008; and,

WHEREAS, Section 3- 1 -3(L) of the Willcox Procurement Policy allows the City of Willcox to purchase supplies, materials and equipment from the Mayor or any member of the Council without using competitive public bidding procedures if the amount of a single transaction does not exceed \$300.00. The total of all transactions in the fiscal year for each member of the Council or for the Mayor shall not exceed \$1,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, as follows:

SECTION 1: The governing provisions of the City of Willcox Procurement Policy for purchasing supplies, materials and equipment through the governing body of the City of Willcox are hereby approved for January 1, 2014 to December 31, 2014.

SECTION 2: That the Mayor is authorized and empowered to execute this Resolution as presented.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, this 6th day of January, 2013.

APPROVED/EXECUTED:

ROBERT A. IRVIN, Mayor

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

RESOLUTION 2014-01

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: 9
Tab Number: 3
Date: 01-06-2013

Date Submitted:
12-26-13
Meeting Date:
01-06-14

Action:
 Resolution
 Ordinance
 Formal
 Other

Subject:
2014 Amended and
Restated MOU with the
Northern Cochise
Hospital District

TO: MAYOR AND COUNCIL

FROM: City Attorney (At the request of Councilmember Cronberg)

DISCUSSION:

This item is being presented to the Mayor and City Council for discussion and possible action approving the 2014 Amended and Restated Memorandum of Understanding (MOU) between the City and the Northern Cochise Hospital District.

The purpose of the item is to amend the previous MOU with the Hospital District to lower the age of persons permitted to participate in the volunteer programming provided for the senior citizen population at the Senior Citizen Center. Previously the age of a person permitted to participate in programs at the Center was at least 60 years of age. It will now be lowered to 55. Hopefully, by lowering the age, more people will participate in senior citizen service such as meals, classes, and social opportunities.

FISCAL IMPACT:

None at this point.

RECOMMENDATION:

Mayor and City Council's pleasure.

Prepared and Approved by: Ann P. Roberts, City Attorney

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2014-02

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, APPROVING AND ADOPTING THE 2014 AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE NORTHERN COCHISE HOSPITAL DISTRICT FOR THE PROVISION OF SERVICES FOR SENIOR CITIZENS.

WHEREAS, the City is empowered pursuant to Arizona Revised Statutes, A.R.S., §9-240 to control the finances and property of the corporation; and,

WHEREAS, the City is empowered pursuant to A.R.S. §11-952 to enter into agreements and contracts with other governmental agencies; and,

WHEREAS, the Northern Cochise Hospital District is empowered pursuant to A.R.S. §48-1907, to use and enjoy property of every kind and description within the limits of the district, and to control, dispose of, convey, encumber and create leasehold interests in such property for the benefit of the district; and,

WHEREAS, the City and the District have agreed to terms and conditions in the 2014 Amended and Restated Memorandum of Understanding (MOU); and,

WHEREAS, the Mayor and Council of the City of Willcox have determined that the MOU is in the best interest of the City and its senior citizens.

THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Willcox as follows:

SECTION 1. The Mayor and City Council hereby formally approves and adopts the 2014 Amended and Restated Memorandum of Understanding as presented; and,

SECTION 2. City Administrators and Staff are authorized and directed to carry out the terms and conditions of the MOU as presented; and,

SECTION 3. That the Mayor is authorized and empowered to execute this Resolution as presented.

PASSED AND ADOPTED by the Mayor and Council of the City of Willcox,
Cochise County, Arizona this 6th day of January, 2014.

APPROVED/EXECUTED:

ROBERT A. IRVIN, Mayor

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney

RESOLUTION 2014-02

**2014 Amended and Restated Memorandum of Understanding
Between the City of Willcox and Northern Cochise Hospital District
On the Provision of Services for Senior Residents**

The City of Willcox, Arizona (CITY) and Northern Cochise Hospital District (DISTRICT) (the "Parties") have entered into this 2014 Amended and Restated Memorandum of Understanding (MOU) to help facilitate the development of services for senior residents of the area.

RECITALS

The CITY seeks to increase the livability of the city by promoting the socialization, health and well being of senior residents of the city. To this end, the CITY sought and received a federal grant in 2008 to construct a Senior Center (SC) for senior citizens.

The DISTRICT, a hospital district under Title 48, Chapter 13, Arizona Revised Statutes and a political subdivision of the State of Arizona, recognized the lack of services for senior citizens as having a negative impact on the health of area older and disabled senior citizens. The Board of Directors of the DISTRICT determined that expanding health-related services for senior residents of the area would be beneficial to the DISTRICT.

Northern Cochise Community Hospital, an Arizona nonprofit corporation ("NCCH"), which leases hospital property from the DISTRICT pursuant to a lease agreement (the "Hospital Lease") and operates a comprehensive healthcare system that services northern Cochise County, has agreed to provide services to this senior population as part of the NCCH Senior Enrichment Center program. The DISTRICT has confirmed with the board of directors of NCCH that NCCH is willing to amend the Hospital Lease to commit to providing the services required to fulfill the terms of the grant.

The CITY and the DISTRICT, acting through the Hospital Lease, have agreed to work together in constructing and establishing the SC, and facilitating the provision of such services as meals, classes, social opportunities, meaningful volunteer programming for the senior citizen population over the age of 55, and other projects as may be agreed to at future times.

Therefore, it is mutually agreed as follows:

1. Purpose: The Parties, while recognizing the integrity and policies of each other, agree to work together in a spirit of partnership towards achieving their visions of:

- 1) Increased livability and services for senior citizens first and foremost in the identified service area for those who reside within twenty-five (25) miles of the intersection of Interstate 10 and Rex Allen Drive;
- 2) Comprehensive healthcare and health promotion opportunities for senior citizens; and,
- 3) Such other services as are mutually agreed upon ("Projects").

2. Partnership Values: The Parties agree to:

- 1) Work together to further their mutual goals; and,
- 2) Support each other in finding the most efficient ways to serve the needs of area older adults.

3. **Hosting:** DISTRICT agrees to be the lead agency for implementation of the Projects as agreed upon by the Parties herein or by the Addendums to this MOU. The CITY acknowledges that the DISTRICT will not perform these activities directly, but rather by agreement with NCCH, making these activities the responsibility of NCCH under the Hospital Lease.
4. **Projects:** For the purpose of this MOU, a Project is defined as any agreement by both Parties to commit resources, whether directly or indirectly, to accomplish some common purpose. The Parties agree that each Project will be agreed to and added as an addendum to this MOU. The respective governing bodies of each Party shall approve each Project, and in the case of the DISTRICT, the Board of Directors of NCCH must approve additional Projects which require the involvement of NCCH.
5. **Funding:** The DISTRICT will require that NCCH work cooperatively with the CITY and with community groups and organizations identified by the CITY to seek additional funding opportunities for Projects programming and other needs.
6. **Community Input Advisory Committee:** The Community Input Advisory Committee's purpose is to provide input to the Parties concerning services, programs, or projects that the Committee may feel will be of benefit to the senior citizen population. The Committee will be made up of five (5) at large senior citizens (over 55), two (2) CITY appointed representatives and two (2) DISTRICT appointed representatives. DISTRICT may delegate its authority to appoint its two representatives to NCCH.
7. **Committee Terms & Requirements:** Initial appointments of at large members shall be made by selecting names of individuals, who have submitted a letter of interest, from a fish bowl. The first three (3) names shall be appointed to a two (2) year term, the last two (2) names shall serve an initial one (1) year term. Two (2) of the members selected for an initial two (2) year term may chose to serve a one year term.

Appointments, after the initial appointment, of at large members shall be for a two (2) year term. At large appointees shall be individuals over the age of fifty five (55) who reside within twenty-five (25) miles of the intersection of Interstate 10 and Rex Allen Drive.

Individuals interested in serving in at-large positions may submit their names, residence location, and contact information to the either of the Parties, but preferably to NCCH, which the DISTRICT will require to serve as the point of contact on behalf of the DISTRICT as the lead agency.

Vacancies in at large positions shall be filled for the length of the unexpired term. Positions are declared vacant if the appointed at large member misses three (3) consecutive scheduled meetings without an excuse approved by the Committee, death, resignation or expiration of term.

DISTRICT appointed representatives shall be appointed/removed by methods chosen by the DISTRICT, or by NCCH if the DISTRICT has required NCCH to perform this function. CITY appointed representatives shall be appointed/removed by the methods chosen by the CITY.

The DISTRICT as the lead agency shall cause NCCH to provide staff for the Committee and maintain the records of the Committee.

The Committee shall meet as necessary but not less than quarterly during a twelve (12)

month period. The Committee shall select from the at large membership a chairperson to preside at the meetings and a vice-chairperson to preside in the absence of the chairperson. The Committee shall consider and recommend a name for the Senior Center and shall submit their recommendation to the Parties for approval. The Committee may assist in fund raising for the Projects.

The Committee may appoint such additional advisory committees or subcommittees as they chose.

8. **Review:** The Parties will meet to review and update this MOU as needed. A review may be requested by either Party at any time by notification of the other party in writing. The contact person for the CITY shall be the City Manager and the contact person for the DISTRICT shall be the Chair of the DISTRICT Board of Directors or their designees.
9. **Term:** This MOU commences on the date signed by both Parties and will continue for minimum of ten (10) years but not less than the termination date of any Project. The Parties will seek ways to maintain the projects for the community after the termination of this MOU.
10. **Amendment:** This MOU may be amended at any time by agreement in writing between the Parties.
11. **Indemnification:** Each Party agrees to be responsible for the conduct of its operations and performance of contract obligations and for any accidents or injuries to persons or property arising out of acts or omissions by its officers, agents or employees acting in the course or scope of their employment while performing duties undertaken pursuant to this MOU.

The DISTRICT agrees, to the extent allowed by law, to hold harmless the CITY, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorneys' fees, costs and expenses arising from the DISTRICT's performance pursuant to this MOU. The DISTRICT, at its option, may require that NCCH provide this indemnification.

The CITY agrees, to the extent allowed by law, to hold harmless the DISTRICT, its officers, employees and agents (including NCCH) from all losses, suits, damages or costs of any kind, including reasonable attorneys' fees, costs and expense arising from the CITY's performance pursuant to this MOU.

12. **Cancellation for Conflict of Interest:** This MOU may be cancelled pursuant to A.R.S. §38-511, the pertinent provisions of which are fully incorporated herein by reference.
13. **Sudan and Iran Provision:** Pursuant to A.R.S. §35-391(15) and A.R.S. §35-393(12), each of the Parties asserts that it has not had any scrutinized business relationship with either Iran or Sudan, and each further asserts that it will not utilize the services of any contractor or subcontractor with any such relationships during the term of this MOU.
14. **Compliance with Non-Discrimination Laws:** To the extent applicable, the Parties shall comply with all laws and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5 which mandated that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities. All Parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in

employment of qualified persons because of physical or mental handicap, with all federal regulations regarding equal employment opportunity, with relevant orders issued by the U.S. Secretary of Labor and with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213) and all applicable federal regulations under the Act, including 28 C.F.R. Parts 35 & 36.

15. **Non-assignability:** Neither Party may assign a duty or responsibility under this MOU without the prior written consent of the other party, except that the DISTRICT is authorized and empowered to require NCCH to perform the DISTRICT'S duties and responsibilities under this MOU as part of the Hospital Lease, or otherwise.
16. **Rights/Obligations of Parties Only:** The terms of this MOU are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.
17. **Entire Agreement:** This MOU, together with addendums approved by the Parties, contains the entire understanding of the Parties. There are no representations or other provisions other than those contained herein, and any amendment or modification of this MOU shall be made in writing and signed by the Parties to this MOU.
18. **Invalidity of Part of the MOU:** The Parties agree that should any part of this MOU be held to be invalid or void, the remainder of the MOU shall remain in full force and effect with those offending portions omitted.
19. **Governing Law:** This MOU shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order.
20. **Notice:** All notices, requests for payment, or other correspondence between the Parties regarding this MOU shall be mailed or delivered personally to the respective Parties to the following addresses:

If to the CITY:
City Manager, City of Willcox
c/o Ted Soltis
101 S. Railroad Avenue, Suite B
Willcox, AZ 85643
tsoltis@willcoxcity.org
(520) 384-4271 x 4201

If to the DISTRICT:
Northern Cochise Hospital District
c/o Roland Knox
901 W. Rex Allen Drive
Willcox, AZ 85643
rknox@ncch.org
(520) 384-3541 x 293

21. **Amendment and Restatement; Effective Date:** This Amended and Restated Memorandum of Understanding amends and restates the original MOU between the CITY and the DISTRICT, and is deemed by the Parties to have been in effect from the beginning of the initial MOU.
22. **Review by Legal Counsel:** Legal counsel for the respective Parties shall review and approve this MOU as to form as required pursuant to A.R.S. §11-952(D).

[Signatures appear on following page]

Executed as a Memorandum of Understanding.

Signed on behalf of the City of Willcox

By: Ted Soltis, City Manager

Signature: _____

Witnessed by:

Reviewed and approved as to form:

City Attorney

Signed on behalf of
Northern Cochise Hospital District

By: Dr. Raymond Scott, Board Chair

Signature: _____

Witnessed by:

Reviewed and approved as to form:

**Counsel for Northern Cochise
Hospital District**

ADDENDUM I
To the MOU between the City and the District
Facility Project

The City has applied for and received a grant (the "Grant") from the United States Department of Urban Development (HUD), for the construction and furnishing of a Senior Center Facility for use by seniors over the age of 55. The Grant is for the sum of \$95,000 and requires a match of \$23,750 (cash or in-kind).

DUTIES OF THE PARTIES

1. The District will require NCCH to perform the duties described in this Addendum I. The District has confirmed that NCCH has available land for placement of the Senior Center Facility ("SCF"). NCCH has additional uses for a similar sized facility which will not conflict with the uses to serve the senior population.
2. The City agrees to comply with the requirements of the Grant. The District will require that NCCH comply with the requirements of the Grant.
3. NCCH will acquire a suitable SCF and have it placed upon NCCH land, arrange the necessary hookups to utilities, obtain the necessary permits for occupancy, and furnish the SCF.
4. The City shall provide the necessary equipment, supplies, material and manpower to connect the water, sewer, and gas to the SCF at no charge to the District or to NCCH.
5. The City will provide the permits within its jurisdiction (building, etc.) for the SCF at no charge to the District or to NCCH.
6. After proper placement of the SCF, the City will provide a "chip seal" parking lot surrounding the SCF at no cost to the District or to NCCH.
7. From the Grant, the City will reimburse the District, by reimbursing NCCH directly, all documentable and allowable costs under the Grant, up to the amount of \$118,750 less any out-of-pocket costs paid by the City related to the SCF. If the District and NCCH do not have sufficient allowable costs under the Grant; the City may recapture allowable costs of services, (hookups, chip seal, etc.) made for the SCF from the Grant.
8. The District will cause NCCH to agree to permit the SCF (or similar facility on NCCH property) to be used for activities for senior individuals 55 years and older for a period not less than ten (10) years.
9. The District and NCCH may make multiple use of the SCF. The primary focus will be on serving the target population. Senior use will be a priority of the SCF for not less than sixty (60) hours per week.
10. The District will direct NCCH to pay for all utilities, insurance, maintenance, and repairs arising out of operation of the SCF during the term of this Addendum. Any other costs of operation and programming that may be provided by the District through NCCH in the sole discretion of both the District and NCCH.
11. The District will direct NCCH to provide basic staffing for the operation of the senior and disabled activities at the SCF for the identified service population. However, the District and NCCH are not obligated to provide programming, meals, or other services unless specifically required under the MOU and any addendums to the MOU.

ADDENDUM 2
To the MOU between the City and the District

Transportation Services Project

NCCH has applied for and receives an annually renewable grant to support the operation of a transportation program within and without the City of Willcox for individuals who need transportation to secure basic human services. The City of Willcox has provided assistance to NCCH in the past in securing funding for the operation of the Transportation Program. The majority of the individuals transported are senior citizens. Therefore, in order to cooperate in providing this transportation service in the area, the Parties agree as follows.

DUTIES OF THE PARTIES

1. NCCH currently provides limited transportation services to the senior and disabled population in Northern Cochise County in accordance to the terms and conditions of the grant funding, including residents within the corporate limits of the City. NCCH has four (4) vehicles (“Vehicles”) used for this purpose.
2. The City maintains a vehicle maintenance operation for City-owned vehicles.
3. City agrees to provide normal preventive maintenance and repairs on the Vehicles used for this Project. The City will provide, at no cost to the District or to NCCH; labor, tools, and garaging.
4. The District will direct NCCH to reimburse the City for any supplies, parts, and other “out of pocket” costs incurred by the City in performing preventive maintenance and repairs on the Vehicles.
5. The City will use the City’s scheduling protocols for performance of Vehicle maintenance; for example, City emergency vehicles always have a first preference.
6. The City will secure permission directly from NCCH before performing any repairs or maintenance that the cost of materials is estimated to exceed three hundred dollars (\$300), or if it is necessary to secure outside assistance/work (transmission, turning rotors, etc.)
7. The Parties agree that the Vehicles may change over time and if the City does not have the knowledge or equipment to perform the necessary maintenance or repairs, the City will notify NCCH directly and is not obligated to perform the maintenance or repairs on such Vehicles.
8. This Addendum may be terminated by either Party with thirty (30) days notice to the other Party.

CITY OF WILLCOX
Request for Council Action

Agenda Item: 10
Tab Number: 21
Date: 1/6/2014

Date Submitted: 12/27/2013	Action: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Formal	Subject: Arizona Department of Public Safety Lease
-----------------------------------	--	--

To: Honorable Mayor and City Council

From: Ruth Graham, Director of Finance

Discussion:

On July 1, 1998 the Arizona Department of Public Safety (AZDPS) and the City of Willcox entered into a Lease Agreement under DPS Contract No. 98-206 for use of the site south of the Visitor's Center on Circle I Road. The Lease Agreement has been renewed several times for one or two year terms and all provisions of the contract have been met by the both parties since the inception of the Lease.

AZDPS would like to continue its use of the site at 1101 N. Circle I Road in Willcox under a new Lease. Its plans include replacing the existing 40-year old single-wide with a double-wide manufactured building with the addition of awnings, a ramp, fencing and landscaping. The enhanced facility will complement the Visitor Center and the newly remodeled Apple Annie's building in the same area. AZDPS will pay for the cost of its own utilities services directly to SSVEC and the City of Willcox. In addition, AZDPS will pay rent to the City in the amount of \$1,800 per year for the use of the property.

Attached please find an Arizona Department of Administration Approved Lease Boilerplate Template – Full Service Lease by and between the City of Willcox and the Arizona Department of Public Safety for the period from July 1, 2013 to June 30, 2023. After the first five years the parties agree to renegotiate the annual rent so long as negotiations take place no less than 60 days prior to the July 1st due date for such rent.

Recommendation:

Staff recommends that the Mayor and Council move to approve Resolution No. 2014-03 to approve the Arizona Department of Administration Approved Lease Boilerplate Template – Full Service Lease by and between the City of Willcox and the Arizona Department of Public Safety for the period from July 1, 2013 to June 30, 2023. The agreement will allow the Arizona Department of Public Safety to continue to make use of our land and building located at 1101 N. Circle I Road in Willcox, Arizona.

Fiscal Impact: \$1,800 per year revenue to the General Fund.

Prepared By:

Approved by:



Ruth Graham, Finance Director



Ted Soltis, City Manager

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2014-03

A RESOLUTION OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, APPROVING AND ADOPTING THE “ARIZONA DEPARTMENT OF ADMINISTRATION APPROVED FULL SERVICE LEASE WITH THE ARIZONA DEPARTMENT OF PUBLIC SAFETY” BETWEEN THE CITY OF WILLCOX, “LESSOR”, AND THE ARIZONA DEPARTMENT OF PUBLIC SAFETY, LESSEE”.

WHEREAS, Lessor is empowered pursuant to Arizona Revised Statutes §9-240 to have control of the finances and property of the corporation; and,

WHEREAS, Lessor is authorized pursuant to A.R.S. § 9-241, et seq. to exercise control of the property of the corporation and to erect, purchase or lease property for the purposes of the corporation; and,

WHEREAS, Lessor and Lessee, desire to execute the “Arizona Department of Administration Approved Full Service Lease with the Arizona Department of Public Safety”, attached hereto as Exhibit “A” and incorporated herein; and,

WHEREAS, the Mayor and City Council have determined that leasing City property to the Arizona Department of Public Safety is in the best interest of the CITY and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1: The Mayor and City Council of the City of Willcox, Arizona, hereby approve and adopt the “Arizona Department of Administration Approved Full Service Lease with the Arizona Department of Public Safety”, attached hereto as Exhibit “A” and incorporated herein, as presented to Mayor and Council; and,

SECTION 2: The Mayor is authorized and empowered to execute the “Arizona Department of Administration Approved Full Service Lease with the Arizona Department of Public Safety”, attached hereto as Exhibit “A” and incorporated herein, as presented to Mayor and Council; and,

SECTION 3: The Mayor is authorized and empowered to execute this Resolution as presented.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA on this 6th day of January, 2014.

APPROVED/EXECUTED:

**_____
ROBERT A. IRVIN, MAYOR**

ATTEST:

**_____
VIRGINIA A. MEFFORD, City Clerk**

APPROVED AS TO FORM:

**_____
ANN P. ROBERTS, City Attorney**

RESOLUTION 2014-03

1 **ARIZONA DEPARTMENT OF ADMINISTRATION APPROVED LEASE**
2 **BOILERPLATE TEMPLATE – FULL SERVICE LEASE**

3
4 **LESSOR: CITY OF WILLCOX**

5 **LESSEE: ARIZONA DEPARTMENT OF PUBLIC SAFETY**

6
7 **THIS LEASE** made the ____ of _____, 2014, by and between the CITY OF
8 WILLCOX, an Arizona municipal corporation, hereinafter called “Lessor,” and the ARIZONA
9 DEPARTMENT OF PUBLIC SAFETY, an Agency of the State of Arizona, hereinafter called
10 “Lessee.”

11 **1. PREMISES**

12
13 Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, those premises,
14 hereinafter called "premises," consisting of approximately one (1) acre of land located in the City
15 of Willcox at the west end of the Cochise Visitor’s Center located at 1101 N. Circle I Road,
16 Willcox, Arizona 85643. Lessee owns, operates and maintains the modular building on the
17 premises and Lessee has operated a facility in this area as an office for the Arizona Department of
18 Public Safety since 1983; Lessee has proposed locating a new modular facility upon the leased
19 premises.

20 **2. TERM**

21
22 The initial term of this lease is for ten (10) years (or until sooner terminated as herein
23 provided), commencing July 1, 2013 and expiring on June 30, 2023. By agreement of the parties,
24 this Lease may be extended for two (2) additional lease terms of five (5) years each. Lessee has
25 been in possession of the premises since 1983 under ongoing Lease Agreement, DPS Contract
26 No. 98-206.

27 **3. RENT**

28
29 Lessee agrees to pay as base rent, at such a place as may be designated from time to time by
30 Lessor, the sums as shown below. Such sums will be inclusive of any and all applicable local
31 government rental taxes.

32 Year One \$1,800.00 per year.
33 Year Two \$1,800.00 per year.
34 Year Three \$1,800.00 per year.
35 Year Four \$1,800.00 per year.

36 Year Five \$1,800.00 per year.
37 Year Six \$1,800.00 per year.
38 Year Seven \$1,800.00 per year.
39 Year Eight \$1,800.00 per year.
40 Year Nine \$1,800.00 per year.
41 Year Ten \$1,800.00 per year.

42 Payment shall be initiated each year in the following manner:

43 At the start of each fiscal year, commencing July 1, 2013, Lessor shall bill Lessee for the
44 year's rent. Lessee shall prepare and issue a warrant annually in the July, the first month of the
45 upcoming fiscal year. The warrant shall be mailed to the address stated in paragraph 27 of this
46 lease.

47 Any partial year shall be prorated for that portion of the year Lessee occupies the premises.

48 The parties agree that after the first five (5) years of initial ten (10) year lease term, and upon
49 each of the successive five (5) year renewal terms, the parties shall renegotiate the annual rental
50 payment amount provided that Lessor provides to Lessee Lessor's intent to renegotiate such
51 amount no less than sixty (60) days prior to July 1 due date for the annual rental amount.

52 **4. TERMINATION**

53
54 In the event the Lessee is directed by the Arizona Department of Administration to move into
55 an existing State owned or leased facility, including, but not limited to, any newly purchased,
56 constructed or wholly leased facility, during the term or renewal of this lease, Lessee may
57 terminate this Lease upon sixty (60) days prior written notice to Lessor. In this event Lessee will
58 be responsible for all obligations to Lessor incurred prior to the termination date specified in the
59 notice.

60 In the event no funds or insufficient funds are available or allocated to Lessee for any
61 payment that may be due under this Lease, including no funds or insufficient funds resulting
62 from an act of the Legislature, for any portion of the term or renewal of this Lease, Lessee will be
63 without further obligation under this Lease and will remove its personnel and property from the
64 premises by the end of the period for which funds are available. Lessee will advise Lessor at any
65 time it appears that there may be insufficient funds to fully pay its Lease payments. No liability
66 shall accrue to the Lessee or any other agency of the State of Arizona in the event the provision
67 of this paragraph is exercised, and neither the Lessee or any other agency of the State of Arizona

68 shall be obligated or liable for any future payments or for any damages as a result of termination
69 under this paragraph.

70 **5. REPAIRS**

71
72 It is expressly agreed by the parties that Lessee shall be responsible for all repairs and
73 maintenance to any facilities located upon the premises and any improvements to the premises
74 that are associated with such facilities, including waterlines, septic ssystem, common areas and
75 parking areas.

76 At the expiration or termination of the lease, Lessee shall return the premises and any
77 improvements located thereon to Lessor in the same condition as they were at the initiation of this
78 lease, subject to ordinary wear and tear and damage by casualty excepted.

79 **6. UTILITY CHARGES**

80
81 Lessor agrees to furnish and Lessee agrees to pay for water and/or natural gas, and solid
82 waste disposal to the premises occupied by the Lessee and bill Lessee monthly for such utility
83 services. Lessor shall not be liable to Lessee for any stoppage or interruption of such services and
84 utilities as a result of causes outside control of the Lessor.

85 **7. JANITORIAL**

86
87 Lessee will operate and maintain the building it places on the lot. Lessor will not provide
88 janitorial services.

89 **8. PARKING**

90
91 The leased premises consists of approximately one (1) acre of land, Lessor agrees that Lessee
92 may designate parking in those areas that Lessee designates in Lessee's sole discretion.

93
94 **9. IMPROVEMENTS AND ALTERATIONS**

95
96 Lessee will provide the modular building to be placed on the leased lot. Such building shall
97 be the sole and separate property of Lessee.

98 **10. USE OF PREMISES**

99
100 The premises described above are leased to Lessee for the sole purpose of providing Lessee's
101 governmental services. Lessee agrees to comply with applicable laws, ordinances, regulations
102 and building codes, now or hereafter in force in connection with its use of the leased premises.

103 Lessee shall not commit or suffer the commission of any waste, or knowingly permit any
104 explosives or hazardous substance in the premises.

105 **11. SCRUTINIZED BUSINESS OPERATIONS**

106 Pursuant to Arizona Revised Statutes, Sections 35-391.06 and 35-393.06, the Lessor
107 warrants that it does not have a scrutinized business operation in Sudan or Iran. For the purpose
108 of this paragraph, the term “scrutinized business operations” shall have the meaning set forth in
109 the preceding referenced statutes, as applicable.

110 **12. ASSIGNMENT AND SUBLEASE**

111

112 Lessee shall not assign, transfer, or encumber this lease nor sublet the leased premises or any
113 portion thereof without the prior written consent of Lessor, and any such act shall constitute a
114 breach of this lease. Consent to an assignment, subletting, occupation or use by other persons
115 shall not be unreasonably withheld and shall not release Lessee from any of Lessee's obligations
116 hereunder or be deemed to be a consent to any subsequent assignment, subletting, occupation or
117 use.

118 **13. NONDISTURBANCE**

119

120 Subject to the terms of this Lease, so long as Lessee is not in material breach of the terms of
121 this lease, it shall have a right to the quiet possession of the premises without disturbance from
122 the Lessor or any person claiming rights through Lessor, for the term of the Lease. Any sale of
123 the premises by Lessor or other transfer of ownership, whether voluntary or by operation of law,
124 shall not by itself operate to terminate this Lease or Lessee’s right of possession.

125 **14. ENVIRONMENTAL CONTROL**

126 The Lessee shall maintain all environmental control over any structure upon the premises.

127 **15. ASSURANCE OF PERFORMANCE**

128

129 At any time during the term of this Lease or any renewal period of this Lease the Lessee may
130 request reasonable assurances of continued performance from the current Lessor, successor in
131 interest, or lien-holder. If such assurances to the request are not given, in writing, within ten (10)
132 days, Lessee may in its sole discretion, vacate the premises with no further obligation under this
133 Lease.

134

135

136 **16. SELF-INSURANCE BY LESSEE**

137
138 Lessor and Lessee acknowledge that Lessee is self-insured and shall provide Lessor with a
139 certificate of self-insurance providing five hundred thousand dollars (\$500,000) of general
140 liability coverage. This self-insurance protects the Lessee only. The Lessee is not authorized to
141 indemnify the Lessor.

142 **17. TIME**

143
144 Time is of the essence of this lease and each and all of its provisions.

145 **18. DEFINED TERMS AND MARGINAL HEADINGS**

146
147 The word "Lessor" and "Lessee" as used herein shall include the plural as well as the singular.
148 If more than one person is named as Lessee, the obligations of such persons are joint and several.
149 The marginal headings and titles to the articles of this lease are not a part of this lease and shall
150 have no effect upon the construction or interpretation of any part hereof.

151 **19. HOLDOVER**

152
153 Should Lessee hold possession after expiration of the lease term or any renewal thereof,
154 Lessee shall become a Lessee on a month-to-month basis upon the same terms and conditions of
155 this lease.

156 Either Lessor or Lessee shall have the right to terminate any holdover tenancy with thirty (30)
157 days written notice to the Lessee or Lessor's last known address without incurring any penalty or
158 damages.

159 **20. ATTORNEY'S FEES**

160
161 In the event of any legal action or proceeding brought by either party against the other arising
162 out of this lease, the prevailing party shall be entitled to recover costs and reasonable attorney's
163 fees, as determined by the court, not the jury, based on the prevailing hourly wage for attorneys in
164 Phoenix, Arizona, and such other matters deemed relevant by the court, and such amount shall be
165 included in any judgment rendered in such proceedings.

166
167
168

169 **21. WAIVER**

170

171 No waiver by Lessor of any provision of this lease or of any breach by Lessee hereunder shall
172 be deemed to be a waiver of any other provision hereof, or of any subsequent breach by Lessee of
173 the same or any other provision. Lessor's consent to or approval of any act by Lessee requiring
174 Lessor's consent to or approval shall not be deemed to render unnecessary the obtaining of
175 Lessor's consent to or approval of any subsequent act of Lessee.

176 **22. NOTICES**

177

178 All notices to be given by one party to the other shall be in writing, mailed or hand delivered
179 to each as follows:

180 **LESSOR: City Manager**
181 **City of Willcox,**
182 **101 S. Railroad Ave., Ste. B,**
183 **Willcox, AZ 85643**

184

185 **LESSEE: to be provided**

186 **23. ESTOPPEL CERTIFICATE**

187

188 Lessee shall, upon not less than ten (10) days prior written request by Lessor, deliver to
189 Lessor a statement in writing, attached as Exhibit B, certifying: (1) that this lease is unmodified
190 and in full force and effect or if there have been modifications, that this lease as modified is in
191 full force and effect; (2) the dates to which rent and other charges have been paid, and (3) that
192 Lessor is not in default under any provisions of this lease, or if in default, a detailed description of
193 such default.

194 **24. AGREEMENTS IN WRITING**

195 All negotiations, considerations, representations, and understandings between the parties are
196 incorporated and expressly stated herein and may be modified and altered only by agreement in
197 writing between the parties delivered by certified mail.

198

199

200

201 **25. PROHIBITION OF DISCRIMINATION**

202 The Lessor agrees to comply with State of Arizona Executive Order No. 09-09,
203 "PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS, NONDISCRIMINATION
204 IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS."

205 **26. LIENS**

206 The Lessee shall keep the premises free from any liens arising out of any work performed,
207 materials furnished or obligations incurred by Lessee. In the event that Lessee shall not, within
208 ten (10) days following the imposition of any such lien, cause the same to be released of record
209 by payment or posting of a proper bond, Lessor shall have, in addition to all other remedies
210 provided herein by law, the right to cause the same to be released by such means as he shall
211 deem proper, including the payment of the claim giving rise to such lien. All such sums paid by
212 Lessor and all expenses incurred by him in connection therewith shall be considered additional
213 rent and shall be payable by Lessee on demand with interest at ten percent (10%) per annum.

214 Lessor shall have no rights to or any interest in the personal property of the Lessee located on
215 or about the premises and will not place any lien on such property for any reason. Lessor will not
216 take any action to deprive Lessee of possession of its personal property including but not limited
217 to taking possession of the Lessee's personal property. Should the Lessor come into possession
218 of any personal property of Lessee as an incident of the exercise of any of the rights of Lessor
219 under this Lease, Lessor agrees to promptly deliver such property to Lessee upon Lessee's
220 request.

221 **27. RIGHT OF RECOVERY**

222 Neither party shall recover from each other for Acts of God.

223 **28. INSPECTION AND AUDIT**

224 In accordance with Arizona Revised Statutes, Sections 35-214 and 35-215, all books,
225 accounts, reports, files and other records, hereinafter referred to as "records," relating to this lease
226 shall be subject at all reasonable times to inspection and audit by the Lessee, the State Auditor, or
227 their agents, or employees at the Lessor's office or at the Lessee's offices designated in paragraph
228 27 at any time during the terms of the lease and for five (5) years after termination thereof. Upon
229 request, the Lessor shall produce originals of any or all such records.

233 **29. ARBITRATION**

234 The parties agree to use arbitration, after exhausting applicable administrative review, to the
235 extent required by Arizona Revised Statutes, Section 12-1518, except as may be required by other
236 applicable statute. In the event such a dispute is arbitrated, the parties hereby agree that the
237 prevailing party is entitled to recover its attorneys' fees and costs. Attorney's fees shall be based
238 on the prevailing hourly rate for attorneys in Phoenix, Arizona.

239 **30. CONFLICT OF INTEREST**

240 All parties hereby are put on notice that this agreement is subject to cancellation by the
241 Governor pursuant to Arizona Revised Statutes, Section 38-511, the provisions of which are
242 incorporated herein.

243 **31. ARIZONA LAW**

244 This lease shall be governed and interpreted by the laws of the State of Arizona.

245 **IN WITNESS WHEREOF**, the parties hereto have executed this instrument by proper
246 persons thereunto duly authorized so to do the day and year first above written.

247 **LESSOR:** City of Willcox

248 By: _____ Date: _____

249 Position: Robert A. Irvin, Mayor

250 APPROVED AS TO FORM:

251 _____
252 CITY ATTORNEY
253 FOR AND ON BEHALF OF THE CITY

254 **LESSEE**, an Agency of the State of Arizona:

255
256 By: _____ Date: _____

257 Position: _____

258 **Approved Pursuant to ARS Section 41-792**

259 FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ADMINISTRATION

260
261 By: _____ Date: _____

262
263 Position: _____

266 EXHIBIT A

267 SUBORDINATION AND ATTORNMENT AGREEMENT

268
269 **The undersigned hereby certifies to you and agrees as follows:**

270 **1. The undersigned is the Lessee under a lease dated January 6, 2014, for premises**
271 **located at Circle I Road, Willcox, Arizona 85643 (Premises), as amended by the**
272 **following amendments (the Lease):**

273 **None.**

274 If no amendments are listed, the undersigned certifies that the Lease has not been
275 amended.

276 2. Lessor reserves the right to place liens or encumbrances on said premises or any part
277 thereof or interest therein superior in lien and effect to this lease. This lease, at the option
278 of Lessor, shall be subject and subordinate to any and all such liens or encumbrances now
279 or hereafter imposed by Lessor without the necessity of the execution and delivery of any
280 further instruments on the part of the Lessee to effectuate such subordination.

281 3. In the event of a transfer of ownership of the premises, Lessee agrees to attorn to the new
282 owner acquiring the premises and to recognize such owner as Lessor under this Lease.
283 Lessee hereby waives any right to terminate this Lease because of such transfer, provided
284 neither the former owner nor the current Lessor is in breach of any provision of this
285 Lease. Lessee shall have the ability to request and receive adequate assurances of
286 performance by any new owner as a condition of attornment.

287
288
289 LESSEE: FOR AND ON BEHALF OF THE
290 LESSEE, an Agency of the State of Arizona

291
292 By: _____

Date: _____

293
294
295 Position: _____
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EXHIBIT B

ESTOPPEL CERTIFICATE

The undersigned hereby certifies to you and agrees as follows:

1. The undersigned is the tenant under a lease dated January 6, 2014, for premises located at Circle I Road, Willcox, Arizona 85643 (Premises), as amended by the following amendments (the Lease):
None.
If no amendments are listed, the undersigned certifies that the Lease has not been amended.
2. The lease has not been amended, modified, supplemented or superseded (except as specifically stated above), and is in full force and effect, and together herewith constitutes the entire agreement between the undersigned Lessee and the Lessor with respect to the premises.
3. Neither the undersigned nor the Lessor is in default under the Lease, unless so noted herein.
4. Rent and other charges due under the term of the lease have been paid through .

LESSEE: FOR AND ON BEHALF OF THE
LESSEE, an Agency of the State of Arizona

By: _____ Date: _____

Position: _____

**CITY OF WILLCOX
Request for Council Action**

Agenda Item: 11 .
Tab Number: 5
Date: 01-06-2013

Date Submitted:
December 30, 2013
Date Requested:
January 6, 2014

Action:
 Resolution
 Ordinance
 Formal
 Other

Request to accept Subgrantee Agreement from the AZDOHS-OPSG for Overtime, Mileage and Equipment for FY 2013

To: Honorable Mayor and City Council
From: Sgt. Glenn Childers, Interim Chief

Discussion: The Willcox Department of Public Safety has received a grant award of \$28,000 for Overtime and Mileage from the **Arizona Department of Homeland Security (AZDOHS) Operation Stonegarden** for FY 2013. This funding award will allow the Willcox Police Department to coordinate efforts with local Border Patrol to enhance law enforcement through officer overtime to combat border related crimes in and around the city of Willcox. In addition to the overtime and mileage grant reimbursement funding, the Willcox Police Department has received approval for \$16,580 for approved **OPSG Equipment** for FY 2013 (Grant Period is November 1, 2013 through October 31, 2014)

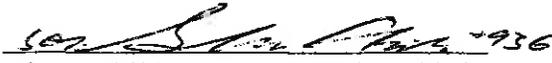
Recommendation: To accept this **SUBGRANTEE AGREEMENT** between **The Arizona Department of Homeland Security** and the **Willcox Police Department** for **FY 2013 Operation Stonegarden Grant Funding** to be paid upon reimbursement for the following:

- OVERTIME \$25,000
- MILEAGE \$3,000
- 3 – P25 Portable Radio \$5,124
- 2 – In-Car Video Camera \$11,456

Motion:

Fiscal Impact: \$44,580 Total Grant Funding Award for FY 2013 (Reimbursable)

Prepared By: Penney L. Bell, Administrative Assistant


Glenn Childers, Sgt. / Interim Chief


Ted Soltis, City Manager

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2014-04

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL
OF WILLCOX, ARIZONA, APPROVING THE ARIZONA
DEPARTMENT OF HOMELAND SECURITY GRANTS TO
FUND OFFICER OVERTIME, MILEAGE, AND
EQUIPMENT FOR THE PERFORMANCE OF OPERATION
STONEGARDEN.**

WHEREAS, the City of Willcox, is authorized and empowered pursuant to Title 9, A.R.S. §§ 9-101 and 9-240 et seq., with all the powers of an incorporated city and all other provisions of law relating to cities and towns, which includes providing public safety services; and,

WHEREAS, the Willcox Police Department has been awarded grants from the Arizona Department of Homeland Security for the purpose of providing funding for officer overtime and mileage for the performance period of November 1, 2013 through December 31, 2014 and funding for equipment for the performance period of November 1, 2013 through October 31, 2014 for Operation Stonegarden; and,

WHEREAS, this funding opportunity shall provide \$28,000.00 (\$25,000.00 for overtime and \$3,000.00 for mileage) to the City of Willcox and the Mayor and City Council wish to accept such funding and approve the terms and conditions of the Subgrantee Agreement OPSG Overtime and Mileage, No. 13-AZDOHS-OPSG-130419-01 between the Arizona Department of Homeland Security and the Willcox Police Department dated 01/06/2013; and,

WHEREAS, this funding opportunity shall also provide \$16,580 for equipment to the City of Willcox and the Mayor and City Council wish to accept such funding and approve the terms and conditions of the Subgrantee Agreement OPSG Equipment, No. 13-AZDOHS-OPSG-130419-02 between the Arizona Department of Homeland Security and the Willcox Police Department dated 01/06/2013; and,

WHEREAS, the Mayor and City Council have determined that said Agreement is in the best interest of the City, its employees and the citizens of this City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, as follows:

SECTION 1: The Subgrantee Agreement OPSG Overtime and Mileage, No. 13-AZDOHS-OPSG-130419-01 between the Arizona Department of Homeland Security and the Willcox Police Department dated 01/06/2014, as presented to the Mayor and City Council, is hereby approved and adopted; and,

SECTION 2: The Subgrantee Agreement OPSG Equipment, No. 13-AZDOHS-OPSG-130419-02 between the Arizona Department of Homeland Security and the Willcox Police Department dated 01/06/2014, as presented to the Mayor and City Council, is hereby approved and adopted; and,

SECTION 3: The Mayor is authorized and empowered to execute this Resolution as presented; and,

SECTION 4: The appropriate officials of the City are hereby authorized and directed to take all actions necessary or reasonably required to carry out the intent of this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, this 6th day of January, 2014

APPROVED/EXECUTED

ROBERT A. IRVIN, MAYOR

Dated: _____

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

APPROVED AS TO FORM:

ANN P. ROBERTS, City Attorney



Governor Janice K. Brewer



Director Gilbert M. Orrantia

State of Arizona Department of Homeland Security

October 28, 2013

Interim Chief Glenn Childers
Willcox Police Department
320 W. Rex Allen Drive
Willcox, AZ 85643

Subject: FFY 2013 Operation Stonegarden Grant Program Award
Sub Grant Agreement Number: **130419-01**
Project Title: **Overtime and Mileage**

Dear Interim Chief Glenn Childers:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program has been awarded. The project titled **OPSG OVERTIME AND MILEAGE** has been funded under the Operation Stonegarden Grant Program for **\$28,000**. The grant performance period is **November 1, 2013 through December 31, 2014**. 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).

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

1. Go to www.azdohs.gov under "Grants/FFY2013", download, complete and return (via mail, UPS or FedEx) to AZDOHS:
 - a. Two original OPSG Subgrantee Agreements (NOTE: they are specific to "Overtime and Mileage" and "Equipment").
 - b. Financial Award Documents
2. Operations Order Funding Addendum (enclosed).
3. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).
4. The Federal Funding Accountability and Transparency Act (FFATA) Form (enclosed).
5. NIMS Compliance Certification (enclosed) - **New Requirement for FFY 2013.**

Hard copies of the subgrantee agreement will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1 through 5 above is not signed and received by AZDOHS on or before January 31, 2014 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- **Reimbursements for overtime are limited to 50% of funded amount until FEMA-DHS-GPD approves the Price Act Waiver request submitted. After receipt of the waiver, AZDOHS will send a release for the remainder of the award.**
- All overtime deployments must be pre-coordinated with the Border Patrol in order for your agency to be eligible for reimbursement.
- Quarterly programmatic reports must be submitted on the most recent form/template, which was updated as of 10/1/2012.
- Subgrantees are required to submit a copy of their annual A-133 Audit to AZDOHS each year. Subgrantees will not receive any positive action by AZDOHS, to include payment of reimbursements,

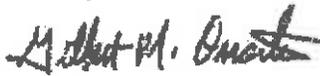
until the A-133 has been received and, if applicable, has an approved action plan for compliance.

- Subgrantees are subject to AZDOHS Site Monitoring Program.
- Reimbursements are limited to approved quantities and funding thresholds.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact William D. Seltzer, OPSG Strategic Planner at 602-542-7044 or wseltzer@azdohs.gov.

Congratulations on your Operation Stonegarden Grant Program award.

Sincerely,



Gilbert M. Orrantia
Director

cc: Penney Bell

Attachments: Operations Order Funding Addendum, EHP Designation Letter, NIMS Compliance Certification

**FY 2013 Operation Stonegarden Grant Program
 Operations Order Addendum – OVERTIME/MILEAGE
 Agency: Willcox Police Department
 Grant#: 130419-01**

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	MILEAGE	TRAVEL		TOTAL AWARD
\$25,000	\$3,000			\$28,000

Project Point of Contact

GLENN L. CHILDERS [Signature] 12-18-13
 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 Janice K. Brewer

State of Arizona

Department of Homeland Security



Director Gilbert M. Orrantia

October 28, 2013

Interim Chief Glenn Childers
Willcox Police Department
320 W. Rex Allen Drive
Willcox, AZ 85643

Subject: FFY 2013 Operation Stonegarden Grant Program Award
Sub Grant Agreement Number: **130419-02**
Project Title: **Equipment**

Dear Interim Chief Glenn Childers:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program has been awarded. The project titled **OPSG EQUIPMENT** has been funded under the Operation Stonegarden Grant Program for **\$16,580**. The grant performance period is **November 1, 2013 through October 31, 2014**. 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).

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

1. Go to www.azdohs.gov under "Grants/FFY2013", download, complete and return (via mail, UPS or FedEx) to AZDOHS:
 - a. Two original OPSG Subgrantee Agreements (NOTE: they are specific to "Overtime and Mileage" and "Equipment").
 - b. Financial Award Documents
2. Operations Order Funding Addendum (enclosed).
3. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).
4. The Federal Funding Accountability and Transparency Act (FFATA) Form (enclosed).
5. NIMS Compliance Certification (enclosed) - **New Requirement for FFY 2013**.

Hard copies of the subgrantee agreement will not be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1 through 5 above is not signed and received by AZDOHS on or before January 31, 2014 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Subgrantees are required to complete a Grant-Funded Typed Resource Form and submit to AZDOHS no later than 45-days after the end of the performance period.
- Quarterly programmatic reports must be submitted on the most recent form/template, which was updated as of 10/1/2012.
- Subgrantees are required to submit a copy of their annual A-133 Audit to AZDOHS each year. Subgrantees will not receive any positive action by AZDOHS, to include payment of reimbursements, until the A-133 has been received and, if applicable, has an approved action plan for compliance.
- Reimbursements are limited to approved quantities and funding thresholds.

- All radio equipment purchased with Homeland Security funds must be P25 capable and programmed in accordance with the Arizona's State Interoperable Priority Programming Guide Channels, which include standard names for national channels as identified in the National Interoperability Field Operations Guide (NIFOG).
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any expenditure of funds.
- Subgrantees are subject to AZDOHS Site Monitoring Program.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact William D. Seltzer, OPSG Strategic Planner at 602-542-7044 or wseltzer@azdohs.gov.

Congratulations on your Operation Stonegarden Grant Program award.

Sincerely,



Gilbert M. Orrantia
Director

cc: Penney Bell

Attachments: Operations Order Funding Addendum, EHP Designation Letter, NIMS Compliance Certification

**FY 2013 Operation Stonegarden Grant Program
 Operations Order Addendum - EQUIPMENT
 Agency: Willcox Police Department
 Grant#: 130419-02**

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. Subgrantee agrees to the funding shown here:

EQUIPMENT	AEL	QUANTITY	COST/UNIT	TOTAL COST	TOTAL AWARD
P25 Portable Radio	06CP-01-PORT	3	\$1,708	\$5,124	
In Car Digital Video System	04MD-01-VCAM	2	\$5,728	\$11,456	
					\$16,580

Project Point of Contact

GLENN L. CHILDERS *Glenn L. Childers* 12-18-13
 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.

**CITY OF WILLCOX
EXECUTIVE SESSION**

AGENDA

MONDAY, JANUARY 6, 2014

7:00 p.m.

300 W. REX ALLEN DRIVE

Willcox, Arizona

1. CALL TO ORDER
2. ROLL CALL
3. EXECUTIVE SESSION PER ARIZONA REVISED STATUTES §38-431.03(A) (1) DISCUSSION OF CITY MANAGER'S SIX MONTH EVALUATION.
4. ADJOURN

"Mine, Yours, Ours"



NOTICE OF EXECUTIVE SESSION

CITY COUNCIL

In accordance with Resolution No. 370 of the City of Willcox, and Section 38-431.01 of the Arizona Revised Statutes **NOTICE IS HEREBY GIVEN** that the **MAYOR AND COUNCIL** of the City of Willcox, County of Cochise, Arizona, will hold an **EXECUTIVE SESSION**, if approved, during the **REGULAR** meeting on **MONDAY**, the **6th** day of **JANUARY 2014** at **7:00 p.m.**, in the **CITY COUNCIL CHAMBERS, 300 W. REX ALLEN DRIVE, WILLCOX, AZ**

Item for Consideration and Discussion are:

EXECUTIVE SESSION PER ARIZONA REVISED STATUTES §38-431.03(A) (1) DISCUSSION OF CITY MANAGER'S SIX MONTH EVALUATION

DATED AND POSTED this 2nd day of JANUARY 2014, at 9:00 A.M.

CITY OF WILLCOX, ARIZONA

/s/ Virginia A. Mefford
Virginia A. Mefford, City Clerk

"Mine, Yours, Ours"