

RESOLUTION NO. 2012-17

JUN 21 2012

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A FIREWISE COMMUNITY PROJECT GRANT FROM MARICOPA COUNTY, THROUGH THE DEPARTMENT OF EMERGENCY MANAGEMENT.

WHEREAS, Maricopa County, through the Department of Emergency Management (the "County"), has awarded the Town of Fountain Hills (the "Town") a grant for a Firewise Community Project relating to brush hazard mitigation (the "Grant"); and

WHEREAS, the Mayor and Council of the Town of Fountain Hills (the "Town Council") desire to accept the Grant.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The Town Council hereby authorizes (i) the acceptance of the Grant in an amount not to exceed \$20,000.00 and (ii) the execution of a Subgrantee Reimbursement Agreement between the County and the Town relating to acceptance and administration of the Grant funds (the "Agreement") in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to execute and submit the Agreement and any other necessary or desirable instruments in connection with the Grant and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Fountain Hills, June 7, 2012.

FOR THE TOWN OF FOUNTAIN HILLS:

ATTESTED TO:

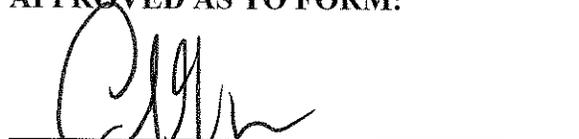
  
Linda M. Kavanagh, Mayor

  
Bevelyn J. Bender, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

  
Kenneth W. Buchanan, Town Manager

  
Andrew J. McGuire, Town Attorney

## SUBGRANTEE REIMBURSEMENT AGREEMENT

### Re: Town of Fountain Hills Firewise Community Project

This Subgrantee Reimbursement Agreement ("Agreement") is entered into by and between Maricopa County, through the Department of Emergency Management ("County"), and the Town of Fountain Hills, an Arizona municipal corporation (the "Town"). County and the Town of Fountain Hills are referred to herein as the "Parties."

#### RECITALS

A. County and the U.S Forest Service have entered into Agreement 110-343, whereby the U.S. Forest Service has provided grant funding to County through Catalog of Federal Domestic Assistance (CFDA) # 10.665 to support the Maricopa County Firewise Communities Project (the "Project").

B. Pursuant to this Agreement, County will reimburse the Town for approved costs and expenses incurred in connection with the Project.

#### AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and adequacy of which is mutually acknowledged, the Parties agree as follows:

1. Recitals. The Recitals are a material part of this Agreement and are incorporated as if fully set forth herein.

2. Reimbursement Award. County hereby agrees to reimburse the Town an amount not to exceed \$20,000.00 for Approved Activities (as defined below) during the reimbursement period.

3. Use of Funds. The Town shall use the award in strict compliance with the guidance found in the www.cfda.gov-10.665 for the Secure Rural Schools and Community Self-Determination Act of 2000. The efforts under this assistance agreement must follow the goals of the Program, which are to provide homeowners in fire sensitive ecosystems education and assistance with implementing techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires. Use of funds includes costs related to activities such as removal of dead trees, promoting and teaching defensible space, and brush removal (collectively, "Approved Activities"). To ensure reimbursement, prior approval of a plan for Approved Activities must be obtained from the Maricopa County Department of Emergency Management.

4. Reimbursement Period. The reimbursement period is effective July 1, 2012 and expires September 17, 2012.

injury of any person (including death) or property damage, but only to the extent that such claims are caused by the act, omission, negligence, misconduct, or other fault of the Town and its officers, officials, agents or employees who are engaged in Authorized Activities in connection with this Agreement.

12. Termination. County may terminate this Agreement if the Town fails to comply with any material/substantive term of this Agreement. Upon termination, County shall not be obligated to reimburse the Town for any pending or future reimbursement request or any other unpaid costs or expenses.

13. Certification Regarding Debarment and Suspension. The undersigned (authorized official signing for the Town) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principles:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal Department or agency;
- B. Have not within 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal, State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (B) of this certification ; and
- D. Have not within a 3-year period preceding this Agreement had one or more public transaction (Federal, State and local) terminated for cause of default
  - (1) Should the Town not be able to provide this certification, an explanation as to why should be attached to the Agreement.
  - (2) The Town agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the last signature set forth below.

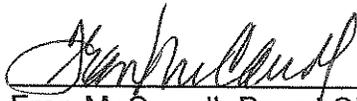
"County"

MARICOPA COUNTY

By:   
Max Wilson, Chairman  
Board of Supervisors

Date: JUL 30 2012

ATTEST:

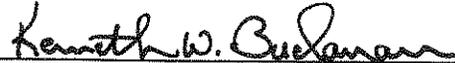
  
Fran McCarroll, Board Clerk 092512

Approved as to form:

  
Deputy County Attorney

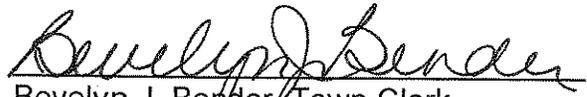
"Town"

TOWN OF FOUNTAIN HILLS, an  
Arizona municipal corporation

By:   
Kenneth W. Buchanan, Town Manager

Date: June 7, 2012

ATTEST:

  
Bevelyn J. Bender, Town Clerk