NAVAJO COUNTY AGENDA ITEM REQUEST FORM

Meeting Date: 05/11/15	**Time Needed:** Consent
Requesting Department: Emergency Management	**Presenter(s) Name:** Consent
Motion before the Board: Approve Sub-Grantee Agreement for 2014 EMPG Grant	
Recommendation: (who, what, where, when, how, etc.) Staff recommends approval	
Background: (why should it be done, what will happen if not approved, etc. include resolution) 2014 Emergency Management Preparedness Grant was approved and the sub-grantee agreement is an additional document that DEMA has required to be included.	
Fiscal Impact: (what will it cost, where funds will come from, is it budgeted, etc.) Sub-grantee agreement is required to get EMPG funds reimbursed.	
Reviewed and approved by: County Manager County Attorney _____ Human Resources _____ Finance _____ IT _____	
Board Action Taken: Approved ☐ Denied ☐ No Action ☐ Continued ☐ Continued to: Approved with changes as follows ☐	
Clerk's Notes: Date: Initial:	

REMINDER: Email this coversheet and all backup documentation to **BOS.Clerk** by **4:00 p.m. the Thursday prior to the Managers' meeting. Please be present at the Agenda Meeting to ensure placement on the agenda.**

SUBGRANTEE AGREEMENT
EWW-2014-EP-00016

Between

The Arizona Department Emergency and Military Affairs
And

Navajo County

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Emergency and Military Affairs (DEMA) with the responsibility of administering funds.

THEREFORE, it is agreed that the DEMA shall provide funding to Navajo County under CFDA # 97.042 for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for Navajo County's role in administering Emergency Management Performance Grant (EMPG) funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **July 1, 2014** and shall terminate on **June 30, 2015.** The obligations of the subrecipient's as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the following services for the State of Arizona, Arizona Department of Emergency Management & Military Affairs as approved in the grant application titled "EMPG FY14" and funded at **$139,069.00** (as may have been modified by the award letter).

a) The FY 2014 EMPG covers eligible costs from July 1, 2014 - June 30, 2015. The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the agreement period. Grant agreement funds shall not be used for other purposes. For guidance on allowable costs, please refer to the FY 2014 EMPG Funding Opportunity Announcement.

b) All EMPG funded personnel must complete training requirements for the National Incident Management System (NIMS) as stated in the EMPG FOA and record proof of completion. All EMPG funded personnel must also participate in no less than three exercises in a 12 month period.

c) Finance & Administration- The DEMA will serve as the primary fiscal agent for all FFY 2014 EMPG funds. As the SAA for the grant program, DEMA retains final

authority over allocation of grant funds related to the approved scope of work and budget allocation for funded projects.

a) The FY 2014 EMPG program has a 50% cost match (cash or in-kind) requirement, as authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act,* as amended, (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.), specifically, Title VI, sections 61 1U) and 613. Federal funds cannot exceed 50% of eligible costs. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds.

b) The Federal Emergency Management Agency (FEMA) administers cost matching requirements in accordance with 44 CFR Part 13.24 or 2 CFR Part 215.23. To meet matching requirements, the Subrecipient contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all federal requirements and regulations.

IV. MANNER OF FINANCING

The DEMA shall:

a) Provide up to **$139,069.00** to the sub-grantee for 50% of the costs associated with the workplan developed under the EMPG guidelines. The sub-grantee will follow the application unless modifications are requested. Modifications in the application must be approved by DEMA prior to the expenditure of the funds.

b) Payment made by DEMA to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the DEMA, to be submitted by the subrecipient. A listing of acceptable documentation is attached. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement. Please refer to Appendix A.

V. FISCAL RESPONSBILITY

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

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

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

a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit

Organizations") if the subrecipient expends more than $500,000 from Federal awards. If the subrecipient has expended more than $500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to DEMA by March 31.

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

VII. APPLICABLE FEDERAL REGULATIONS

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

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

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

c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf.
   a) U.S. Department of Homeland Security Authorized Equipment List (AEL), at https://www.rkb.mipt.org/ael.cfm
   b) 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
   c) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulators; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

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

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

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

Consultants/Trainers/Training Providers
Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13.

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

Personnel and Travel Costs
All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities

of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: https://gao.az.gov/publications/saam

Procurement
The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Funds are awarded competitively. The subrecipient shall not enter into a Noncompetitive (Sole or Single Source) procurement agreement, unless prior written approval is granted by the DEMA.

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

a) Submit the HSEEP Toolkit Exercise Summary to DEMA with all Exercise Reimbursement Requests.

b) Post all exercises, documentation and After Action Reports/Improvement Plans via the HSEEP Toolkit.

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

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

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

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

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

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

Property Control

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

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

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

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

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

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

f) A physical inventory of the Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years. (1) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated. (2) Adequate maintenance procedures must be developed to keep the property in good condition.

Allowable Costs

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

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

VIII. DEBARMENT CERTIFICATION

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

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits. The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

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

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

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

the Grant is completed. Upon request, the Subrecipient must provide to the Subgrantor information necessary to meet any state or federal subaward reporting requirements.

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

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

d) Financial Reimbursements
The subrecipient shall provide quarterly requests for reimbursement.
Reimbursements shall be submitted with the Reimbursement Form provided by the DEMA staff. Please see attachment C.
The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

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

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

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

XI. ASSIGNMENT AND DELEGATION

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

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be

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

XII. AGREEMENT RENEWAL

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

XIV. RIGHT TO ASSURANCE

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

XV. CANCELLATION FOR CONFLICT OF INTEREST

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

XVI. THIRD PARTY ANTITRUST VIOLATIONS

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

XVII. AVAILABILITY OF FUNDS

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

termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XVIII. FORCE MAJEURE

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

XIX. PARTIAL INVALIDITY

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

XX. ARBITRATION

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

XXI. GOVERNING LAW AND CONTRACT INTERPRETATION

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

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

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

XXII. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided; however, that the DEMA shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXIII. RESTRICTIONS ON LOBBYING

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

XXIV. LICENSING

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

XXV. NON-DISCRIMINATION

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

XXVI. SECTARIAN REQUESTS

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

XXVII. SEVERABILITY

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

XXVIII. ADVERTISING AND PROMOTION OF AGREEMENT

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

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

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

XXX. INDEMNIFICATION

To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as claims) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission,

negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

XXXI. TERMINATION

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

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

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

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

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

XXXIII. COUNTERPARTS

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

XXXIV. AUTHORITY TO EXECUTE THIS AGREEMENT

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

XXXV. SPECIAL CONDITIONS

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

b) The subrecipient acknowledges that U.S. Department of Homeland Security and the DEMA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:
   1. The copyright in any work developed under an award or sub-award; and
   2. Any rights of copy right to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the DEMA regarding the

allocation of any patent rights that arise from, or are purchased with, this funding.

XL. RECORD RETENTION

Pursuant to A.R.S. §§ 35-214 and 35-215, the Parties shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times.

XLI. NOTICES

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

Arizona Department of Emergency & Military Affairs
5636 E. McDowell Rd
Phoenix, AZ 85008

The subrecipient shall address all programmatic questions and reimbursement notices relative to this Agreement to the appropriate the DEMA staff contact:

Programmatic Coordinator
Diane Fernandez
Diane.Fernandez@azdema.gov
602-464-6268

Grants Coordinator (Fiscal)
Nicole Elmer
Nicole.Elmer@azdema.gov
602-267-2762

XLII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF
Navajo County

_____
Authorized Signature

_____
Name & Title

_____
Date

FOR AND BEHALF OF
Arizona Department of Emergency & Military Affairs

_____

Wendy Smith-Reeve, Deputy Director

_____
Date