



CITY OF SURPRISE
Regular City Council Meeting Agenda
16000 N. Civic Center Plaza
Surprise, AZ 85374

Tuesday, November 4, 2014 @ 6:00 PM

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A. Call To Order

B. Roll Call

C. Pledge of Allegiance

D. PROCLAMATION AND COMMUNITY ACKNOWLEDGEMENTS

#1 District Citywide [Recognition of “Diabetes Awareness Month” presented to the City of Surprise employees Dana Garr and LariBeth Kirkendall.](#) No Action
Mayor
Sharon
Wolcott

#2 District Citywide [Recognition of Karen Winterstein, National Association of Elementary School Principals 2014 Principal of the Year \(and current Principal of Sunset Elementary School in Sierra Montana\).](#) No Action
Mayor
Sharon
Wolcott

E. City Manager Report:

F. City Attorney Report:

G. Regular City Council Meeting Agenda:

Approval of items on the Consent Agenda – all items with an asterisk (*) are considered to be routine matters and will be enacted by one motion and one roll call vote to the City Council. There will be no separate discussion on these items unless a Councilmember requests, in which event the item will be removed from the consent agenda and considered in its normal sequence on the agenda.

Consent Agenda:

- *#3 District Citywide [Consideration and action authorizing the City Manager or his designee to accept a grant from the Department of Homeland Security for reimbursement of costs associated with the Police Department Terrorism Liaison Officer; Resolution 2014-106.](#) Approve
Chief of
Police
Michael
Frazier
- *#4 District Internal [Consideration and action authorizing the City Manager to act on the City's behalf and accept a grant from the Department of Homeland Security for the purchase of various items of equipment , and amending the FY2015 budget by reallocating \\$54,000 from within the grants and contingency fund; Resolution 2014-108.](#) Approve
Michael T.
Frazier,
Police Chief
- *#5 District 6 [Consideration and action to approve a liquor license request by](#) Approve

Kimberly Sowinski for Smokey's BBQ located at 13749 N. Litchfield Rd., Ste. G-109, Surprise, Arizona 85374 for a Series 12 license (New License #1207A056/LLC).

Sherry Ann
Aguilar, City
Clerk MMC

*#6 District 1

Consideration and action on the minutes of October 21, 2014 Regular City Council Work Session and Regular City Council Meeting.

Approve
Sherry Ann
Aguilar, City
Clerk

Regular Agenda Item - Non-Public Hearing:

#7 District Citywide

Presentation and discussion on City of Surprise's Community Development federal funding and the 5-year consolidated plan.

No Action
Fredrick
Buss,
Assistant
City
Manager

H. Call To The Public:

INSTRUCTIONS: In order to address the City Council, you will need to fill out a Call to the Public Form available at the front counter, and then turn it in to the City Clerk before the meeting begins.

[Download the Call to the Public form](#) (PDF download requires [Adobe Acrobat Reader](#))

[Fill out the Call to the Public form online](#) If submitting form electronically, please submit to City Clerk at least one hour before the meeting start time.

The Call to the Public form is also available at the front counter.

Note: A.R.S. 38-431.01(H) - During this time members of the public may address City Council on any item not on the agenda. At the conclusion of the open call, City Council may respond to criticism, may ask staff to review the matter or may ask that the matter be put on a future agenda. No discussion or action shall take place on any item raised.

Approval of items on the Consent Agenda – all items with an asterisk (*) are considered to be routine matters and will be enacted by one motion and one roll call vote to the City Council. There will be no separate discussion on these items unless a Councilmember requests, in which event the item will be removed from the consent agenda and considered in its normal sequence on the agenda.

I. Other Business and Future Agenda Items:

J. Mayor/Council Reports:

K. Executive Session:

For information Purposes; Upon a public majority vote of a quorum of the City Council, the Council may hold an executive session, which will not be open to the public, but for only the following purposes:

- discussion or consideration of personnel matters (A.R.S. §38-431.03 (A)(1));
- discussion or consideration of records exempt by law from public inspection (A.R.S. §38-401.03 (A)(2));
- discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03 (A)(3));
- discussion or consultation with the city's attorneys regarding the city's position regarding contracts that

are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. §38-431.03 (a)(4));

- discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03 (A)(5)); or

- discussion, consultation or consideration for international and interstate negotiations or for negotiations by a city or town, or its designated representatives, with members of a tribal council, or its designated representatives, of an Indian reservation located within or adjacent to the city or town. A.R.S. §38-401.03 (A)(6)).

- discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03 (A)(7)).

Confidentiality Requirements Pursuant to A.R.S. §38-431.03(C)(D): Any person receiving executive session information pursuant to A.R.S. §38-431.02 shall not disclose that information except to the Attorney General or County Attorney by agreement of the City Council, or as otherwise ordered by a court of competent jurisdiction.

L. Adjournment:

SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED: Oct. 30, 2014 at 2:50 PM

SPECIAL NOTE: PERSONS WITH SPECIAL ACCESSIBILITY NEEDS, INCLUDING LARGE PRINT MATERIALS OR INTERPRETER, SHOULD CONTACT THE CITY CLERK'S OFFICE @ 623.222.1200 OR TTY 623.222.1002, BY NO LATER THAN 24 HOURS IN ADVANCE OF THE REGULAR SCHEDULED MEETING TIME.



CITY OF SURPRISE
Regular City Council Meeting

November 4, 2014 @ 6:00:00 PM

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Council Meeting Date:	November 4, 2014	Contact Person:	Chief of Police Michael Frazier
Submitting Department:	Police	District:	Citywide
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action authorizing the City Manager or his designee to accept a grant from the Department of Homeland Security for reimbursement of costs associated with the Police Department Terrorism Liaison Officer; Resolution 2014-106.

Motion:

I move to approve Resolution No. 2014-106.

Background:

The AZDOHS TLO Sustainment Grant will fund advanced training for the Police Department Terrorism Liaison Officer. The funds must be spent by September 30, 2015.

Financial Impact Statement:

The AZDOHS Grant will reimburse the city for the cost of training. Approval of this item amends the FY2015 budget by reallocating \$5,000 from within the grants and contingency fund.

ATTACHMENTS:

Click to download

- ☐ [2014 TLO Award Letter](#)
 - ☐ [2014 AZDOHS TLO Grant](#)
 - ☐ [Resolution 2014-106](#)
 - ☐ [RFLS 4312](#)
-

External Attachment Links:

Meeting Requirements:

Powerpoint	Video	White Board	Other
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Presentation Speaker Names (spelling and titles for TV captions):

Michael T. Frazier, Chief of Police



Governor Janice K. Brewer

State of Arizona



Director Gilbert M. Orrantia

Department of Homeland Security

September 12, 2014

Chief Michael Frasier
 Surprise Police Department
 14250 W Statler Plaza
 Surprise, AZ 85374-7481

Subject: FFY 2014 Homeland Security Grant Program Award
 Subgrantee Agreement Number: **140810-01**
 Project Title: **City of Surprise Police Department TLO Sustainment**

Dear Chief Michael Frasier:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**City of Surprise Police Department TLO Sustainment**" has been funded under the URBAN AREA SECURITY INITIATIVE for **\$5,000**. The grant performance period is **October 1, 2014 through September 30, 2015**. 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. Two Subgrantee Agreements - go to www.azdohs.gov under Grants and download two original Subgrantee Agreements.
2. Project Administration Page (enclosed).
3. NIMS Compliance Certification - go to www.azdohs.gov under Grants and download one original certification.
4. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).

Hard copies of the Subgrantee Agreement and NIMS Compliance Certification will not be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, 3 and 4 (if applicable) above is not signed and received by AZDOHS on or before January 31, 2015 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Quarterly programmatic reports must be submitted on the most recent form/template.
- 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 must adhere to the Title VI of the Civil Rights Act of 1964 requirements.
- Subgrantees are either required to submit an electronic copy of their annual A133 Audit or a statement stating that they were not required to complete an audit to AZDOHS each year. The AZDOHS reserves the right to manage this agreement in any way it deems necessary, including withholding of reimbursement payments, or future subgrantee agreements, until the A133 Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM

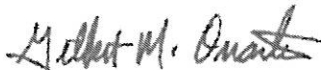
Guidance, comply to the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State Interoperable Priority Programming Guide also as approved by the SIEC.

- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.
- Consultants/Trainers/Training Providers 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; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS.
- All projects that support exercises must be:
 - In compliance with grant guidance and the subgrantee agreement.
 - Must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit.
 - All exercises, documentation and After Action Reports/Improvement Plans (AAR/IP) must be posted via the HSEEP Toolkit within 60 days after completion of an exercise.
 - Within 60-days of completion of an exercise, 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, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.
- Terrorism Liaison Officer (TLO) Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Response Vehicles purchased with Department of Homeland Security Grant Program funding must be assigned to and used by certified TLOs working with the Arizona Counter Terrorism Information Center (ACTIC).
 - Persons receiving TLO vehicles shall be available to respond to incidents and events on a "call out" basis and shall be available for regional and statewide deployment for TLO operations and training.
 - TLO equipment and/or services purchased or maintained with Department of Homeland Security Grant Program funding will be assigned to and used by certified TLOs working with the ACTIC TLO Program. This equipment may include: radios, computers, cell phones, cellular and satellite service fees, open source data services, cameras, GPS devices and any other equipment needed to complete the TLO mission.
- Subgrantees are subject to the AZDOHS Site Monitoring Program.
- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,



Gilbert M. Orrantia
Director

Cc: Lieutenant Randy Rody

Attachments: Project Administration Page, EHP Designation Letter, Application Summary Page, Budget Narrative page(s)

SUBGRANTEE AGREEMENT

14-AZDOHS-HSGP-1408-01

Enter Subgrantee Agreement Number above (e.g., 140xxx-xx)

Between

**The Arizona Department of Homeland Security
And**

City of Surprise Police Department

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the
City of Surprise Police Department

Enter the Name of the Subrecipient Agency Above

(subrecipient) 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 the subrecipient's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

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

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled

"**City of Surprise Police Department TLO Sustainment**"

Enter Title of Application

and funded at \$ **5,000** (as may have been modified by the award letter).

Enter Funded Amount Above

IV. MANNER OF FINANCING

The AZDOHS shall:

- a) Provide up to \$ **5,000** to the subrecipient for services provided under Paragraph III. Enter Funded Amount Above
- b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

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

VI. FINANCIAL AUDIT/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 AZDOHS within nine (9) months of the subrecipients fiscal year end.
- b) Subrecipients will be monitored periodically by the AZDOHS 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 on-site 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 at www.gpo.gov/fdsys/pkg/CFR-2007-title44-vol1/content-detail.html
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (A-87 OMB Circular), at www.gpo.gov/fdsys/pkg/CFR-2007-title2-vol1/content-detail.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 www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.

- c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at origin www.gpo.gov/fdsys/pkg/CFR-2010-title44-vol1/pdf/CFR-2010-title44-vol1-part13.pdf . U.S. Department of Homeland Security Authorized Equipment List (AEL), at www.llis.dhs.gov/knowledgebase/authorizedequipmentlist.
- d) 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- e) 28 CFR applicable to grants and cooperative agreements, including Part 18, Office of Justice Programs Hearing and Appeal Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems 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. This CFR can be found at <http://www.gpo.gov/fdsys/pkg/CFR-2001-title28-vol1/content-detail.html>.
- f) Where applicable and with prior written approval from AZDOHS/DHS/FEMA, program subgrantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determinations, is available from the following website <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

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 applicable Funding Opportunity Announcement (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 AZDOHS/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 and approval.

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; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

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 AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

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: www.gao.az.gov.

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 Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Noncompetitive (Sole or Single Source) procurement agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website, www.azdohs.gov/grants/.

Training and Exercise

The subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable 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 AZDOHS 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, the AZDOHS Strategic Planner, 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 AZDOHS 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 (44 CFR 13.32). 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 AZDOHS immediately.

b) Nonexpendable Property and Capital Assets:

1. 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 systems.
2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.

c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at www.azdohs.gov/Grants/. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

d) A physical inventory of 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 and reported to AZDOHS.

2. Adequate maintenance procedures must be developed to keep the property in good condition.

e) When Nonexpendable Property and/or Capital Assets are no longer in operational use by the subgrantee, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance. If the subgrantee is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subgrantee must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov/Grants/.

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 subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable 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 the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report form, which is posted at www.azdohs.gov/Grants/. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) Quarterly Programmatic Reports are due:

January 15 (period October 1– December 31)

April 15 (period January 1 – March 31)

July 15 (period April 1 – June 30)

October 15 (period July 1 – September 30)

c) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) days after the end of the performance period. The Property Control Form and Grant Funded Typed Resource Report are due with the final quarterly report (if applicable).

d) Property Control Form – if applicable:
The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly report.

a. In case of equipment disposition:
The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance.

e) The Grant Funded Typed Resource Report – if applicable:
The subrecipient shall email the AZDOHS Strategic Planner a copy of the Grant Funded Typed Resource Report with the final quarterly report. The Grant Funded Typed Resource Report and instructions are located at www.azdohs.gov/Grants/.

f) Financial Reimbursements
The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements requests are only required when expenses have been incurred. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. 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 AZDOHS 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 AZDOHS 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 XL, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

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

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS. The AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement.

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.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article B - Compliance with Funding Opportunity Announcement

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FOA.

Article C - DHS Specific Acknowledgements and Assurances

All recipients of financial assistance must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Article D - Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article E - USA Patriot Act of 2001

All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

Article F - Trafficking Victims Protection Act of 2000

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procures a commercial sex act during the period of time that the award is in effect; or
3. Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

Article G - Non-supplanting Requirement

All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Article H - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article I - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

Article J - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article K - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

Article L - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article M - Duplication of Benefits

State, Local and Tribal recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Article N - Drug-Free Workplace Regulations

All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article O - Debarment and Suspension

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

Article P - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

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

All award recipients who collect PII are required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments guidance and template located at:

http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf

and

http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

Article R - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article S - Acknowledgement of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article T - Assurances, Administrative Requirements and Cost Principles

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this form may not be applicable to your project or program, and the awarding agency may require applicants to certify to additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements that apply to DHS award recipients originate from two sources:

- Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the “A-102 Common Rule”). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.

The cost principles that apply to DHS award recipients through a grant or cooperative agreement originate from one of the following sources:

- OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.
- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.
- OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.

The audit requirements for State, Local and Tribal recipients of DHS awards originate from:

- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Article U - Age Discrimination Act of 1975

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article V - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article W - Title VI of the Civil Rights Act of 1964

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

Article X - Civil Rights Act of 1968

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

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

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS

Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article Z - SAFECOM

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

Article AA - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)

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

Article AB - Rehabilitation Act of 1973

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

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XV. AGREEMENT RENEWAL

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

XVI. RIGHT TO ASSURANCE

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

XVII. CANCELLATION FOR CONFLICT OF INTEREST

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

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient 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.

XIX. AVAILABILITY OF FUNDS

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

XX. FORCE MAJEURE

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

XXI. PARTIAL INVALIDITY

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

XXII. ARBITRATION

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

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement 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 XII, AMENDMENTS. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and

understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. 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.

XXVI. 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.

XXVII. 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 Order 2009-09.

XXVIII. 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.

XXIX. 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.

XXX. ADVERTISING AND PROMOTION OF AGREEMENT

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

XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate

to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXII. 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.

XXXIII. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

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

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

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

XXXV. 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.

XXXVI. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVII. 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.

XXXVIII. 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.

XXXIX. SPECIAL CONDITIONS

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**
- d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XL. NOTICES

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

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

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

Lieutenant Randy Rody
Enter Title, First & Last Name above
City of Surprise Police Department
Enter Agency Name above
14250 W. Statler Plaza #103
Enter Street Address
Surprise, AZ, 85374
Enter City, State, ZIP

XLI. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

City of Surprise Police Department

Enter Agency Name above

Authorized Signature above

Chief of Police Michael T. Frazier

Print Name & Title above

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia

Director

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

RESOLUTION # 2014-106

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO GRANT #140810-01, A GRANT FOR HOMELAND SECURITY, WITH THE U.S. DEPARTMENT OF HOMELAND SECURITY ACTING THROUGH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY, AND AMENDING THE FISCAL YEAR 2015 BUDGET BY REALLOCATING \$5,000 WITHIN THE GRANTS AND CONTINGENCY FUND.

WHEREAS, the U.S. Department of Homeland Security acting through the Arizona Department of Homeland Security has awarded the City of Surprise a grant in the amount of \$5,000 in funding for the Surprise Police Department for training for a Department's Terrorism Liaison Officer (TLO);

WHEREAS, the City desires to accept grant funding in the amount of \$5,000 for training for a Police Department TLO;

WHEREAS, accepting the grant will cause the TLO to be better trained and able to respond and advise when there are possible incidents of terrorism and the public safety thereby enhanced;

WHEREAS, the FY2015 budget was adopted by Council Resolution #2014-53 on June 3, 2014;

WHEREAS, this action will necessitate a budget amendment; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Surprise, as follows:

Section 1. The City is hereby authorized to accept a grant in the amount of \$5,000 from the U.S. Department of Homeland Security acting through the Arizona Department of Homeland Security for the Surprise Police Department to send a Terrorism Liaison Officer (TLO) pursuant to TLO Sustainment Grant No. 140810-01.

Section 2. Bob Wingenroth, City Manager, or his designees, are authorized to conduct all negotiations and to execute and submit all documents and other necessary or desirable instruments in connection with entering into said grant.

Section 3. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2014 through June 30, 2015.

APPROVED AND ADOPTED this ____ day of _____, 2014.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney

RESOLUTION # 2014-106

Exhibit A

The FY2015 Annual Budget is amended by reallocating appropriations among lawfully available appropriations to ensure the continued operations of the City of Surprise in the payment of necessary expenditures. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority. Additionally, these reallocations do not increase or decrease the total budget.

Grants and Contingency Fund	Current Appropriation	Increase (Decrease)	Amended Appropriation
TLO Sustainment Grant/Revenue	\$0	\$5,000	\$5,000
Other Grant Revenue	5,000,000	(5,000)	4,995,000
	<u>\$5,000,000</u>	<u>\$0</u>	<u>\$5,000,000</u>
CBRNE Grant/Travel and Training	\$0	\$5,000	\$5,000
Contingency	5,031,500	(5,000)	5,026,500
	<u>\$5,031,500</u>	<u>\$0</u>	<u>\$5,031,500</u>

The fund changes are as follows:

- Grants and Contingency Fund - Revenue –The amendment reallocates budget authority for \$5,000 to the TLO Sustainment grant within other grant revenue.
- Grants and Contingency Fund – Expenditures – the amendment reallocates appropriation of \$5,000 from contingency for: travel and training expenditures, that will assist TLO personnel in resolving possible terrorism incidents. Contingency is programmed for unplanned expenses without exceeding the approved total annual budget for FY2015.

RFLS NO:	4312
SUBMIT DATE:	9/23/2014

**SURPRISE CITY ATTORNEY
REQUEST FOR LEGAL SERVICES**

Please retain form with document throughout the entire process.

Requestor: Michael Frazier

Department & Extension: Police Department, Ext. 24020

Contract Title: Review Department of Homeland Security Grant 2014-140810-01

Date of Contract, Event/Performance: 10/7/2014

Description of Legal Services Requested: Please review Department of Homeland Security Grant #2014-140810-01: TLO Sustainment

Vendor Name, Address & Phone: Department of Homeland Security
1700 West Washington Street
Phoenix 85007 602-542-7013

To Council? Yes, with Resolution

If Yes, Council Meeting Date: 10/21/2014

*****City Attorney's Office Use*****

RFLS Status: Approved

Attorney Comment:

Resolution created and approved by Finance. Sent to legal staff to make sure formatting OK and number assigned, but otherwise complete

HAROLD.BRADY

10/15/2014

10/20/2014 10:27:59 AM

City Attorney's Office

Date

10/20/2014 10:27:59 AM



CITY OF SURPRISE
Regular City Council Meeting

November 4, 2014 @ 6:00:00 PM

Back Print

Council Meeting Date: November 4, 2014 Contact Person: Michael T. Frazier, Police Chief
Submitting Department: Police District: Internal
Staff Recommendations: Approve

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action authorizing the City Manager to act on the City's behalf and accept a grant from the Department of Homeland Security for the purchase of various items of equipment , and amending the FY2015 budget by reallocating \$54,000 from within the grants and contingency fund; Resolution 2014-108.

Motion:

I move to approve Resolution 2014-108.

Background:

The funding for the purchase of the equipment associated with this grant is from the U.S. Department of Homeland Security, using monies that were not used during the FFY2014. The equipment is to assist the Department's tactical team in dealing with various situations it may encounter and includes 3 robots, mechanical breaching equipment, a CBRNE multi-threat training suit and an SCBA service and repair kit.

Financial Impact Statement:

The AZDOHS will reimburse the city up to \$54,000 for the purchase of the equipment specified in the grant application. Approval of this item amends the FY2015 budget by reallocating \$54,000 from within the grants and contingency fund.

ATTACHMENTS:

Click to download

- ☐ [2014 CBRNE Award Letter](#)
- ☐ [Resolution 2014-108](#)
- ☐ [2014 UASI CBRNE Sustainment Grant](#)

External Attachment Links:

Meeting Requirements:

Powerpoint

Video

White Board

Other

Presentation Speaker Names (spelling and titles for TV captions):

Michael T. Frazier, Chief of Police



State of Arizona



Governor Janice K. Brewer

Department of Homeland Security

Director Gilbert M. Orrantia

September 12, 2014

Chief Michael Frazier
 Surprise Police Department
 14250 W. Statler Plaza #103
 Surprise, AZ 85374-7481

Subject: FFY 2014 Homeland Security Grant Program Award
 Subgrantee Agreement Number: **140810-02**
 Project Title: **CBRNE Sustainment, FFY 2014, Surprise PD**

Dear Chief Michael Frazier:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**CBRNE Sustainment, FFY 2014, Surprise PD**" has been funded under the URBAN AREA SECURITY INITIATIVE for **\$54,000**. The grant performance period is **October 1, 2014 through September 30, 2015**. 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. Two Subgrantee Agreements - go to www.azdohs.gov under Grants and download two original Subgrantee Agreements.
2. Project Administration Page (enclosed).
3. NIMS Compliance Certification - go to www.azdohs.gov under Grants and download one original certification.
4. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).

Hard copies of the Subgrantee Agreement and NIMS Compliance Certification will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, 3 and 4 (if applicable) above is not signed and received by AZDOHS on or before January 31, 2015 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Quarterly programmatic reports must be submitted on the most recent form/template.
- 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 must adhere to the Title VI of the Civil Rights Act of 1964 requirements.
- Subgrantees are either required to submit an electronic copy of their annual A133 Audit or a statement stating that they were not required to complete an audit to AZDOHS each year. The AZDOHS reserves the right to manage this agreement in any way it deems necessary, including withholding of reimbursement payments, or future subgrantee agreements, until the A133 Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM Guidance, comply to the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide

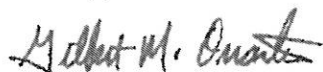
Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State Interoperable Priority Programming Guide also as approved by the SIEC.

- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.
- Consultants/Trainers/Training Providers 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; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS.
- All projects that support exercises must be:
 - In compliance with grant guidance and the subgrantee agreement.
 - Must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit.
 - All exercises, documentation and After Action Reports/Improvement Plans (AAR/IP) must be posted via the HSEEP Toolkit within 60 days after completion of an exercise.
 - Within 60-days of completion of an exercise, 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, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.
- Terrorism Liaison Officer (TLO) Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Response Vehicles purchased with Department of Homeland Security Grant Program funding must be assigned to and used by certified TLOs working with the Arizona Counter Terrorism Information Center (ACTIC).
 - Persons receiving TLO vehicles shall be available to respond to incidents and events on a "call out" basis and shall be available for regional and statewide deployment for TLO operations and training.
 - TLO equipment and/or services purchased or maintained with Department of Homeland Security Grant Program funding will be assigned to and used by certified TLOs working with the ACTIC TLO Program. This equipment may include: radios, computers, cell phones, cellular and satellite service fees, open source data services, cameras, GPS devices and any other equipment needed to complete the TLO mission.
- Subgrantees are subject to the AZDOHS Site Monitoring Program.
- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,



Gilbert M. Orrantia
Director

Cc: Lieutenant Randy Rody

Attachments: Project Administration Page, EHP Designation Letter, Application Summary Page, Budget Narrative page(s)

RESOLUTION # 2014-108

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO A GRANT WITH THE U.S. DEPARTMENT OF HOMELAND SECURITY ACTING THROUGH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY, FOR CBRNE DETECTION, RESPONSE AND DECONTAMINATION CAPABILITIES, GRANT #140810-02, AND AMENDING THE FISCAL YEAR 2015 BUDGET BY REALLOCATING \$54,000 FROM WITHIN THE GRANTS AND CONTINGENCY FUND.

WHEREAS, the U.S. Department of Homeland Security acting through the Arizona Department of Homeland Security has awarded the City of Surprise a grant in the amount of \$54,000 in funding for the Surprise Police Department for CBRNE Detection, Response and Decontamination Capabilities;

WHEREAS, the City desires to accept grant funding in the amount of \$54,000 for the CBRNE Detection, Response and Decontamination Capabilities;

WHEREAS, accepting the grant will cause CBRNE Detection, Response and Decontamination Capabilities to be increased and more efficient and the public safety enhanced;

WHEREAS, the FY2015 budget was adopted by Council Resolution #2014-53 on June 3, 2014;

WHEREAS, this action will necessitate a budget amendment; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Surprise, as follows:

Section 1. The City is hereby authorized to accept a grant in the amount of \$54,000 from the U.S. Department of Homeland Security acting through the Arizona Department of Homeland Security for the Surprise Police Department to purchase equipment to enhance CBRNE Detection, Response and Decontamination Capabilities pursuant to THE 2014 AZ DOHS CBRNE Grant No. 140810-02.

Section 2. Bob Wingenroth, City Manager, or his designees, are authorized to conduct all negotiations and to execute and submit all documents and other necessary or desirable instruments in connection with entering into said grant.

Section 3. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2014 through June 30, 2015.

APPROVED AND ADOPTED this ____ day of _____, 2014.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney

RESOLUTION # 2014-108

Exhibit A

The FY2015 Annual Budget is amended by reallocating appropriations among lawfully available appropriations to ensure the continued operations of the City of Surprise in the payment of necessary expenditures. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority. Additionally, these reallocations do not increase or decrease the total budget.

Grants and Contingency Fund	Current Appropriation	Increase (Decrease)	Amended Appropriation
CBRNE Grant/Revenue	\$0	\$54,000	\$54,000
Other Grant Revenue	5,000,000	(54,000)	4,946,000
	<u>\$5,000,000</u>	<u>\$0</u>	<u>\$5,000,000</u>
CBRNE Grant/Travel and Training	\$0	\$8,000	\$8,000
Edward Byrne JAG Grant/Equip.	\$0	\$46,000	\$46,000
Contingency	5,031,500	(54,000)	4,977,500
	<u>\$5,031,500</u>	<u>\$0</u>	<u>\$5,031,500</u>

The fund changes are as follows:

- Grants and Contingency Fund - Revenue –The amendment reallocates budget authority for \$54,000 to the CBRNE grant within other grant revenue.
- Grants and Contingency Fund – Expenditures – the amendment reallocates appropriation of \$8,000 from contingency for: travel and training expenditures, and \$46,000 for equipment purchases that will assist field personnel in resolving exceptional circumstances. Contingency is programmed for unplanned expenses without exceeding the approved total annual budget for FY2015.

SUBGRANTEE AGREEMENT

14-AZDOHS-HSGP-1408-02

Enter Subgrantee Agreement Number above (e.g., 140xxx-xx)

Between

**The Arizona Department of Homeland Security
And
City of Surprise Police Department**

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the
City of Surprise Police Department

Enter the Name of the Subrecipient Agency Above

(subrecipient) 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 the subrecipient's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

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

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled

" CBRNE Sustainment, FFY 2014, Surprise PD "

Enter Title of Application

and funded at \$ **54,000** (as may have been modified by the award letter).

Enter Funded Amount Above

IV. MANNER OF FINANCING

The AZDOHS shall:

a) Provide up to \$ **54,000** to the subrecipient for services provided under Paragraph III. Enter Funded Amount Above

b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

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

VI. FINANCIAL AUDIT/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 AZDOHS within nine (9) months of the subrecipients fiscal year end.
- b) Subrecipients will be monitored periodically by the AZDOHS 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 on-site 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 at www.gpo.gov/fdsys/pkg/CFR-2007-title44-vol1/content-detail.html
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (A-87 OMB Circular), at www.gpo.gov/fdsys/pkg/CFR-2007-title2-vol1/content-detail.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 www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.

- c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at origin www.gpo.gov/fdsys/pkg/CFR-2010-title44-vol1/pdf/CFR-2010-title44-vol1-part13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at www.llis.dhs.gov/knowledgebase/authorizedequipmentlist.
- d) 2 CFR Part 215, Uniformed Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- e) 28 CFR applicable to grants and cooperative agreements, including Part 18, Office of Justice Programs Hearing and Appeal Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems 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. This CFR can be found at <http://www.gpo.gov/fdsys/pkg/CFR-2001-title28-vol1/content-detail.html>.
- f) Where applicable and with prior written approval from AZDOHS/DHS/FEMA, program subgrantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determinations, is available from the following website <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

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 applicable Funding Opportunity Announcement (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 AZDOHS/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 and approval.

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; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

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 AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

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: www.gao.az.gov.

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 Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Noncompetitive (Sole or Single Source) procurement agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website, www.azdohs.gov/grants/.

Training and Exercise

The subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable 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 AZDOHS 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, the AZDOHS Strategic Planner, 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 AZDOHS 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 (44 CFR 13.32). 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 AZDOHS immediately.

b) Nonexpendable Property and Capital Assets:

1. 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 systems.
 2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at www.azdohs.gov/Grants/. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of 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 and reported to AZDOHS.
 2. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property and/or Capital Assets are no longer in operational use by the subgrantee, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance. If the subgrantee is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subgrantee must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov/Grants/.

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 subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable 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 the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report form, which is posted at www.azdohs.gov/Grants/. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) Quarterly Programmatic Reports are due:

January 15 (period October 1– December 31)

April 15 (period January 1 – March 31)

July 15 (period April 1 – June 30)

October 15 (period July 1 – September 30)

c) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) days after the end of the performance period. The Property Control Form and Grant Funded Typed Resource Report are due with the final quarterly report (if applicable).

d) Property Control Form – if applicable:
The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly report.

a. In case of equipment disposition:
The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance.

e) The Grant Funded Typed Resource Report – if applicable:
The subrecipient shall email the AZDOHS Strategic Planner a copy of the Grant Funded Typed Resource Report with the final quarterly report. The Grant Funded Typed Resource Report and instructions are located at www.azdohs.gov/Grants/.

f) Financial Reimbursements
The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements requests are only required when expenses have been incurred. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. 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 AZDOHS 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 AZDOHS 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 XL, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

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

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS. The AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement.

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.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article B - Compliance with Funding Opportunity Announcement

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FOA.

Article C - DHS Specific Acknowledgements and Assurances

All recipients of financial assistance must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Article D - Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article E - USA Patriot Act of 2001

All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

Article F - Trafficking Victims Protection Act of 2000

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procures a commercial sex act during the period of time that the award is in effect; or
3. Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

Article G - Non-supplanting Requirement

All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Article H - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article I - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

Article J - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article K - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

Article L - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article M - Duplication of Benefits

State, Local and Tribal recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Article N - Drug-Free Workplace Regulations

All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article O - Debarment and Suspension

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

Article P - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

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

All award recipients who collect PII are required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments guidance and template located at:

http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf

and

http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

Article R - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article S - Acknowledgement of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article T - Assurances, Administrative Requirements and Cost Principles

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this form may not be applicable to your project or program, and the awarding agency may require applicants to certify to additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements that apply to DHS award recipients originate from two sources:

- Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the “A-102 Common Rule”). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.

The cost principles that apply to DHS award recipients through a grant or cooperative agreement originate from one of the following sources:

- OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.
- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.
- OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.

The audit requirements for State, Local and Tribal recipients of DHS awards originate from:

- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Article U - Age Discrimination Act of 1975

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article V - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article W - Title VI of the Civil Rights Act of 1964

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

Article X - Civil Rights Act of 1968

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

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

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS

Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article Z - SAFECOM

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

Article AA - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)

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

Article AB - Rehabilitation Act of 1973

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

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XV. AGREEMENT RENEWAL

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

XVI. RIGHT TO ASSURANCE

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

XVII. CANCELLATION FOR CONFLICT OF INTEREST

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

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient 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.

XIX. AVAILABILITY OF FUNDS

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

XX. FORCE MAJEURE

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

XXI. PARTIAL INVALIDITY

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

XXII. ARBITRATION

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

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement 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 XII, AMENDMENTS. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and

understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. 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.

XXVI. 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.

XXVII. 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 Order 2009-09.

XXVIII. 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.

XXIX. 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.

XXX. ADVERTISING AND PROMOTION OF AGREEMENT

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

XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate

to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXII. 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.

XXXIII. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

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

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

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

XXXV. 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.

XXXVI. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVII. 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.

XXXVIII. 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.

XXXIX. SPECIAL CONDITIONS

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**
- d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XL. NOTICES

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

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

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

Lieutenant Randy Rody
Enter Title, First & Last Name above
City of Surprise Police Department
Enter Agency Name above
14250 W. Statler Plaza #103
Enter Street Address
Surprise, AZ, 85374
Enter City, State, ZIP

XLI. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

City of Surprise Police Department
Enter Agency Name above

Authorized Signature above
Chief of Police Michael T. Frazier
Print Name & Title above

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)



CITY OF SURPRISE
Regular City Council Meeting

November 4, 2014 @ 6:00:00 PM

Back Print

Council Meeting Date:	November 4, 2014	Contact Person:	Sherry Ann Aguilar, City Clerk MMC
Submitting Department:		District:	6
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action to approve a liquor license request by Kimberly Sowinski for Smokey's BBQ located at 13749 N. Litchfield Rd., Ste. G-109, Surprise, Arizona 85374 for a Series 12 license (New License #1207A056/LLC).

Motion:

I move to approve a liquor license request by Kimberly Sowinski for Smokey's BBQ located at 13749 N. Litchfield Rd., Ste. G-109, Surprise, Arizona 85374 for a Series 12 license (New License #1207A056/LLC).

Background:

This applicant had a previous license approved back on May 6, 2014, but the applicant expired before all requirements were met through the Arizona State Liquor License and Control. This is a resubmittal of prior application. No concerns are noted with this request.

Financial Impact Statement:

None.

ATTACHMENTS:

Click to download

☐ [Smokey's Novus Report](#)

External Attachment Links:

Meeting Requirements:

Powerpoint	Video	White Board	Other
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Presentation Speaker Names (spelling and titles for TV captions):



City Clerk's Office
Sherry Ann Aguilar, City Clerk
16000 N. Civic Center Plaza
Surprise, AZ 85374
Ph: 623-222-1200
Fax: 623-222-1001

October 17, 2014

Kimberly Sowinski
Smokey's BBQ
Via E-Mail: kimiwinki@hotmail.com

Re: New License/LLC – 1207A056

Dear Ms. Sowinski:

Please be advised that we are in receipt of your request for a Series 12 Liquor License for Smokey's BBQ (Smoke House BBQ Surprise LLC) located at 13749 N. Litchfield Rd., Suite G-109, Surprise, Arizona 85374. The notice for this license has been posted on the property and will need to remain posted until the public hearing has taken place.

You are hereby notified that your presence is being requested by the City of Surprise Mayor and Common Council to attend a public hearing at our regular scheduled Council Meeting to be held on:

Tuesday, November 4, 2014 – 6:00 p.m.
Surprise City Hall - Council Chambers
16000 N. Civic Center Plaza

Upon receipt of this correspondence, please acknowledge receipt by email to clerk@surpriseaz.gov and advise who will be representing you at this meeting. Your cooperation is greatly appreciated.

If you have any questions, please call 623-222-1220.

Sincerely,

City Clerk, MMC

PUBLIC NOTICE

Notice is hereby given that the Surprise City Council will conduct a public hearing on **Tuesday, November 4, 2014 – 6:00 p.m.**, for a Series 12 New License/LLC for Smokey's BBQ (**Smoke House BBQ, Surprise LLC**) located at 13749 N. Litchfield Rd., Suite G-109, Surprise, Arizona 85374. The public hearing will be held in the City Council Chambers – 16000 N. Civic Center Plaza, Surprise, Arizona. Members of the public are invited to attend.



City Clerk's Office

Date: October 17, 2014

To: Lloyd Abrams – Community Development
Police Department, Chris Tovar/ Lt. John Bacon - PD
Doug Helbig/Tom Abbott – Fire
Stacie McQuarrie, Business License Technician

From: Sherry Ann Aguilar - City Clerk, MMC

Re: **Liquor License Application:**

SMOKEY'S BBQ – SMOKEHOUSE BBQ, SURPRISE, LLC
Series #12 (1207A056) – New License/LLC
13749 N. Litchfield Road, Suite G-109
Surprise, Arizona 85374

The above referenced application has been submitted for consideration by the Surprise City Council at their **Regular Council Meeting** scheduled for:

Tuesday, November 4, 2014 - 6:00 p.m.

REPORT DUE DATE TO CITY CLERK

A copy of the application is attached for your review and comments. Please provide a written statement regarding this application by no later than **Thursday, October 23rd - Noon**, as the questions apply to your respective departments to the City Clerk.

COMMUNITY DEVELOPMENT DIRECTOR (Please respond to the following questions):

- 1) The number and series of licenses in close proximity of establishment.
- 2) The residential and commercial population of the community and its likelihood of increasing, decreasing or remaining static.
- 3) The residential and commercial population in close proximity.

Liquor License Application: Smokey's BBQ – Page 2

- 4) The effect or impact of the proposed premises on businesses or residential neighborhood whose activities might be affected by granting the license.
- 5) Review to ensure that parking space requirements meet City Code.
- 6) If the applicant has not applied for rezoning or has applied for rezoning but the requested zoning is not appropriate for a business as detailed in the application, the “**Denial**” can be given by the Zoning Division, and the reasons such denial are detailed on the Review Form.

POLICE DEPARTMENT (Please respond to the following questions):

- 1) Evidence concerning the nature of the proposed business, its potential market and its likely customers.
- 2) Effect of vehicular traffic in close proximity.
- 3) The history for the past five (5) years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report(s) of such activity at least 20 days before the hearing by the board.
- 4) Comparison of hours of operation of the proposed premises to the existing businesses in close proximity.
- 5) Appropriateness of series license requested.

FIRE MARSHALL (Please respond to the following questions in written form):

- 1) Review property to ensure building or plot plan is in compliance with applicable fire codes.

TAX AND LICENSE DIVISION (Please respond to the following questions in written form):

- 1) Review to ensure that applicant has current business license, or has been contacted by Tax and Licensing regarding the need for a business license or is in the process of applying for a business license (whichever is applicable).

Please contact me if you have any questions – 222-1220.



City Clerk, MMC



MEMO

Date: 10/17/2014

To: Sherry Aguilar, City Clerk
Linda Stevens, Deputy City Clerk
From: Stacie McQuarrie, Fiscal Support Specialist

RE: Liquor License Application – Smoke House BBQ Surprise LLC dba Smokey's BBQ

Business License Status:

Application packet mailed on 10/20/14.

Mailing to:

Smoke House BBQ Surprise, L.L.C.
dba Smokey's BBQ
Ms. Kimberly A Sowinski
20053 N. Echo Rim Dr.
Surprise, AZ 85387



COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Date: October 20, 2014,
To: Sherry Aguilar, City Clerk
From: Sergio Angulo, Planner I
Re: Liquor License Application for:

**Smokey's BBQ- Smokehouse BBQ Surprise, LLC
Series # 12 – New License/LLC- 1207A056
13749 N. Litchfield Rd, #109
Surprise, Arizona 85379**

The number and series of licenses in close proximity to the subject site are:

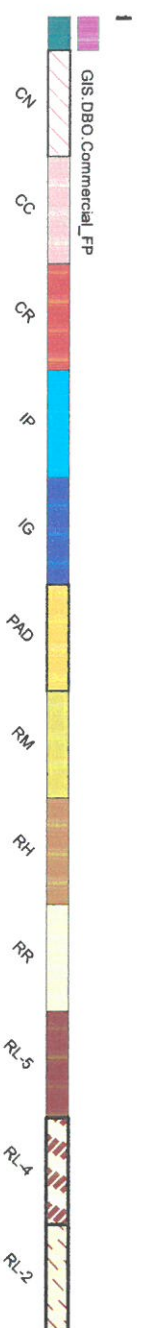
1. Beef-O-Brady's (Series 12) – 13699 N Litchfield Rd
2. Safeway (Series 9) – 13828 W Waddell Rd
3. Bronco Billy's Pizza (Series 12) – 13982 W Waddell Rd
4. Fry's Marketplace (Series 9) – 13982 W Waddell Rd
5. Nick's Diner II (Series 12) – 14010 N Litchfield Rd # 212
6. Las Fuentes (Series 12) – 13621 N Litchfield Rd #131
7. Uptown Alley (Series 6) – 13525 N Litchfield Rd
8. Native New Yorker (Series 12) – 13929 W Waddell Rd
9. Walgreen's #12087 (Series 9) – 13723 N Litchfield Rd
10. Crescent Crown Distributing (series 4) - 13430 W. Sweetwater

The immediate area is composed of commercial establishments. The property is zoned PAD Bendalin Farms (Surprise Pointe) which is consistent with the proposed use.

Commercial is expected to increase with the built out of Surprise Pointe and Marley Park commercial parcels.

Residential growth is expected to remain static.

If managed properly, the effects of granting this liquor license on surrounding residences will be minimal. This license will have little to no affect on parking in the area. Staff believes that granting this liquor license will not directly impact the surrounding business and residential areas in a negative way.





FIRE PREVENTION DIVISION

14250 W. Statler Plaza Ste.101

Surprise, AZ 85374-7479

623-222-5120

Fax: 623-222-5002



Date: October 20, 2014

TO: Sherry Ann Aguilar, City Clerk

FROM: Doug Helbig, Fire Marshal

Subject: Fire Code Compliance Inspection

SMOKEY'S BBQ

Series #12 (1207A056) – New License/LLC

13749 N. Litchfield Road, Suite G-109

Surprise, Arizona 85374

The Surprise Fire Department inspected the above location on October 20, 2014 to ensure the building/tenant space is in compliance with applicable fire codes. I found ongoing tenant improvements (construction) incomplete. I am however confident that once construction is complete that all subsequent inspections for fire and life safety will be in compliance with city fire code.

Sincerely,

Fire Marshal



**SURPRISE POLICE DEPARTMENT
LIQUOR LICENSE APPLICATION REVIEW**

REFERENCE:

DATE: October 28, 2014

LICENSE NUMBER – 1207A056
Series #12 – New License / LLC

APPLICANT:

Smokey's BBQ
13749 N. Litchfield Road #109
Surprise, Arizona 85374

FINDINGS:

- 1) *Evidence concerning the nature of the proposed business, its potential market and its likely customers.*

Smokey's BBQ is a full service restaurant specializing in a variety of barbeque dishes along with hot and cold sandwiches. Their market is open to all ages and demographics. There is seating for 146 patrons in the restaurant, which includes 18 persons for a designated bar area. There is no live entertainment scheduled, however there will be eight to ten televisions spread out inside.

- 2) *Effect of vehicular traffic in close proximity.*

Smokey's BBQ is in the Surprise Pointe Retail Center, which is on the South East corner of Litchfield and Waddell Roads. All the roads in the area have been built out over the past few years and there is plenty of ingress/egress access. There should be no significant effect on traffic in the immediate proximity with the addition of Smokey's BBQ.

- 3) *The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report of such activity at least 20 days before the hearing.*

N/A. New construction.

- 4) *Comparison of hours of operation of the proposed premises to the existing businesses in close proximity.*

There are a variety of other family stores and restaurants in this large shopping plaza, including a standalone restaurant, Beef O'Brady's, which currently has a series 12 liquor license. Beef O'Brady's is open until 11 PM every day except on Sunday, on which it closes at 10 PM. Also, across the large parking lot, there is a Las Fuentes Mexican Food Restaurant, which has a series 12 license. Las Fuentes is opened until 9 PM, Monday thru Friday and Sundays. It is open until 10 PM on Saturdays. The local bowling alley/entertainment center, Uptown Alley, has a series 6, bar liquor license. It is open until 2 AM on Fridays and Saturdays. There is also the Digiplex movie theater that closes by midnight. Other businesses in the area close by approximately 10 PM at the latest, with the exception of a Papa John's pizza, which is open later due to late deliveries.

- 5) *Appropriateness of series license requested.*

A series 12 license is appropriate and applicable for the Smokey's BBQ, per state guidelines for restaurants.

Submitted by Officer Chris Tovar #2059



CITY OF SURPRISE
Regular City Council Meeting

November 4, 2014 @ 6:00:00 PM

Back Print

Council Meeting Date: November 4, 2014

Contact Person: Sherry Ann Aguilar, City Clerk

Submitting Department:

District: 1

Staff Recommendations: Approve

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action on the minutes of October 21, 2014 Regular City Council Work Session and Regular City Council Meeting.

Motion:

I move to approve the meeting minutes.

Background:

Financial Impact Statement:

ATTACHMENTS:

Click to download

- ☐ [Minutes](#)
 - ☐ [Minutes](#)
-

External Attachment Links:

Meeting Requirements:

Powerpoint	Video	White Board	Other
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Presentation Speaker Names (spelling and titles for TV captions):

CITY OF SURPRISE
Regular City Council Work Session
16000 North Civic Center Plaza
Surprise, AZ 85374

Tuesday, October 21, 2014 @ 04:00 PM

A. Call to Order

B. Roll Call

Mayor Wolcott called the **Regular City Council Work Session** to order at 04:00 PM at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, October 21, 2014**. Also in attendance with Mayor Wolcott were Vice Mayor Hall, Council Member Winters, Council Member Biundo, Council Member Williams, Council Member Villanueva, and Council Member Tande.

Staff Present: City Manager, Bob Wingenroth; City Attorney, Misty Leslie, and City Clerk, Sherry Ann Aguilar.

C. Pledge of Allegiance

D. Regular City Council Work Session Agenda

Regular Agenda Item - Non-Public Hearing:

1. Presentation and discussion updating Council on the development of a Stormwater Utility - NO ACTION

Vice Mayor Hall opened the discussion and introduced Wastewater Services Director, Terry Lowe to review the development of a Stormwater Utility.

A powerpoint presentation was reviewed and discussed.

Vice Mayor Hall inquired about the recommendation.

Regular City Council Work Session – October 21, 2014 – Page 2

Council Member Tande inquired about rates.

Council Member Biundo asked for the difference between utility funds and enterprise funds.

Mr. Lowe stated that they are the same.

Council Member Villanueva inquired about Citrus Road.

Mr. Lowe stated that he will follow up.

Mayor Wolcott inquired about stormwater facilities and managing it.

Vice Mayor Hall stated that we know where the problem areas are, so we can improve where needed.

2. Presentation and discussion pertaining to Water Sub-Committee current events - NO ACTION

Vice Mayor Hall extended his thanks to Council Member Williams and Winters for their participation with this committee. He stated that Mr. Lowe brought in good speakers to the group and excellent discussion took place.

Vice Mayor Hall and Water Services Director, Terry Lowe gave an update on the Water Committee and shared consultant results.

Mayor Wolcott - This is why we need a really big picture of projected growth. We could grow larger than we actually want to grow. How big is big enough? This sets the stage for the Summit.

Council Member Williams - If this was a movie right now, there would be dramatic music in the background. This issue is so critical in the decisions we make now for the future of our families. This will determine how we develop for the future.

Mr. Lowe - The consultant summarized "We need to put the water back in the ground near where it was originally pumped out".

Vice Mayor Hall - Refresh my memory regarding recharge of CAP water. Are we using it a lot? We have recharge in Surprise but not sure of how much is being used.

Mayor Wolcott - How much would this cost? I understand very costly. Is it Impact Fee financeable?

Regular City Council Work Session – October 21, 2014 – Page 3

City Manager Wingenroth - If we do this for projected growth, I believe my answer is yes.

Mayor Wolcott - Arizona has done a really good job on managing water and we are way ahead of some of our neighbors, but there is work to be done.

Council Member Biundo - I read somewhere that we shouldn't call it a source, it is a temporary supply that we can repay back. That's a fair statement.

Mr. Lowe reviewed recommendations.

Council Member Tande - Recharge at the south plant, what would you do to get it up to operation? Keep basins at the south plant, but send plumbing throughout the City for compliance.

Vice Mayor Hall - EPCOR's service area does not go west of bell, correct? Will it extend for future growth?

Mayor Wolcott - I would like to have a better sense of how we can use gray water throughout the City.

Council Member Tande - because of the importance of this, I would like to find a way to do this sooner.

Mayor Wolcott - Thanked staff and Council for working on this project, it is a complicated and complex subject.

3. Presentation and discussion pertaining to a proposed Water Conservation Policy - NO ACTION

Water Services Director, Terry Lowe commented that the draft policy that was attached to the agenda packet, had clerical errors. A corrected report was made available to each member by hard copy at the dais.

Vice Mayor Hall - Gallons per capita explanation.

Mayor Wolcott - Many residents don't spend the summers here, but the irrigation systems can be faulty and run while they are gone and that affects all of us. I changed out my irrigation system and cut down on water usage by 50% the first month.

Council Member Tande - Work with Community Development to work on updating codes for misuse of water.

4. Presentation and discussion pertaining to water conservation within the Bell Road Right-of-Way - No Action

Water Services Director, Terry Lowe reviewed the powerpoint presentation pertaining to water conservation within the Bell Road Right-of-Way.

Recommendations:

Remove the grass from the median options granite, plants, artwork, artificial turf, etc.

Develop a phased CIP project.

Council Member Williams - I am in favor of no grass and no plants for Bell Road. Zero water, zero maintenance. We can do a really good job with this with artwork, etc.

Council Member Winters - I agree with granite, artwork, etc.

Council Member Tande - I actually like landscaping, do we have a landscape policy in place? I think there is a need to come up with a citywide policy. Would like to receive a report on water cost savings and what is the payback. This is one of our main gateways, Bell is the main road.

Mayor Wolcott - I agree that we need a policy in place, but it needs to be consistent throughout the entire City. A lot of people hunger for trees, especially here in Arizona. We need plants that are natural to the desert.

Vice Mayor Hall - We must have at least 150 palm trees along Bell Road. The far west entrance coming into Surprise is our best entryway. The palm trees are magnificent. It's up to us to set an example.

Mayor Wolcott - it appears that there is a consensus to remove the grass along Bell Road.

E. Call to the Public

F. Executive Session

G. Adjournment

Council Member Villanueva made the motion to adjourn the Regular City Council Work Session of October 21, 2014 at 5:54 p.m. Council Member Tande seconded the motion. Seven yes votes. Motion carried.

Sharon R. Wolcott, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Work Session of **Tuesday, October 21, 2014.**

Sherry Ann Aguilar, City Clerk

CITY OF SURPRISE
Regular City Council Meeting Minutes
16000 North Civic Center Plaza
Surprise, AZ 85374

Tuesday, October 21, 2014 @ 06:13 PM

A. Call to Order

B. Roll Call

Mayor Wolcott called the **Regular City Council Meeting** to order at 06:13 PM at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, October 21, 2014**. Also in attendance with Mayor Wolcott were Vice Mayor Hall, Council Member Winters, Council Member Biundo, Council Member Williams, Council Member Villanueva, and Council Member Tande.

Staff City Manager, Bob Wingenroth, City Attorney, Misty Leslie, and City Clerk,
Present: Sherry Ann Aguilar.

C. Pledge of Allegiance

D. Proclamation and Community Acknowledgements

E. City Manager Report

City Manager Wingenroth complimented city department heads.

F. City Attorney Report

G. Regular City Council Meeting Agenda:

Consent Agenda:

- 1. Consideration and action on a Series 10 Liquor License request by Randy Guse for Walgreen's #12087 located at 13723 N. Litchfield Road, Surprise, AZ. 85379 (New License/Corporation - 10076577) - APPROVED**
- 2. Consideration and action approving the Desert Streams Lutheran Church final plat extension, dated August 16, 2013, a property generally located at the northwest corner of Hearn and Reems Road; Resolution #2014-94 - APPROVED**
- 3. Consideration and action on the Regular City Council Work Session and Regular City Council Meeting minutes of October 7, 2014 - APPROVED**

Council Member Biundo made the motion to approve the consent agenda. Council Member Williams seconded the motion. Seven yes votes. Motion carried.

Regular Agenda Item - Non Public Hearing

- 4. Presentation and discussion pertaining to the FY2014 Budget Status Report through June 2014 - NO ACTION**

CFO, Lindsey Duncan gave an overview pertaining to the FY2014 Budget Status Report through June 2014.

Council Member Tande stated that it would be helpful to have a column for estimate and actual.

Vice Mayor Hall inquired about the estimate.

c. Regular Agenda Item - Public Hearing

- 5. Presentation and action amending the Surprise Municipal Code relating to the sale and use of fireworks; Ordinance No. 2014-11 - APPROVED**

Regular City Council Meeting Minutes – October 21, 2014 – Page 3

Fire Chief, Tom Abbott gave an overview of Ordinance No. 2014-11; amending the Surprise Municipal Code relating to the sale and use of fireworks.

Vice Mayor Hall stated that Council reviewed this in detail and that it makes sense from what was discussed at the work session.

Public Comments:

Anthony Chavez - I agree with this item but one issue is on City property and city roads. My concern is safety issues. The only place people will be able to use these are in yards. Ask that you take this in consideration. Some may not think about their surroundings, trees, roof overhang, umbrellas, etc.

Council Member Williams made the motion to approve Ordinance 2014-11. Council Member Villanueva seconded the motion. Seven yes votes. Motion carried.

H. Call to the Public

I. Other Business

Vice Mayor Hall - Donation boxes at shopping centers - asked City Manager to investigate regulating.

Council Member Villanueva - Presentation from ADOT regarding Bell/Grand.

J. Mayor/Council Reports

Mayor and Council attended and/or reported on the following:

Council Member Winters - Asante Block party on Saturday - Model homes being built.

Council Member Biundo - GPEC sponsored tour of Westmec on 91st Avenue.

Vice Mayor Hall - Westmec, talked about the Surprise location, very impressive; Sun Village - Veteran's Parade on November 11th, Tomas Garcia has done a wonderful job organizing the event.

Council Member Tande - Commented about the importance of voting on November 4th.

Regular City Council Meeting Minutes – October 21, 2014 – Page 4

Mayor Wolcott - Community Conversations started last week in Sun City Grand. The residents pick the agenda, you sign up and we do our best to prepare for the meeting. The next one is scheduled for October 30th - Heritage @ Marley Park then then November 6th at Dysart Unified School District; the Royals are playing Game 1 tonight. Challenge to Mayor Lane in Scottsdale. He accepted the challenge.

K. Executive Session

L. Adjournment

Council Member Villanueva made the motion to adjourn the Regular City Council Meeting of October 21, 2014 at 6:45 p.m. Council Member Williams seconded the motion. Seven yes votes. Motion carried.

Sharon R. Wolcott, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, October 21, 2014.**

Sherry Ann Aguilar, City Clerk



CITY OF SURPRISE
Regular City Council Meeting

November 4, 2014 @ 6:00:00 PM

[Back](#) [Print](#)

Council Meeting Date:	November 4, 2014	Contact Person:	Fredrick Buss, Assistant City Manager
Submitting Department:	Attorney's Office	District:	Citywide
Staff Recommendations:	No Action		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Presentation and discussion on City of Surprise's Community Development federal funding and the 5-year consolidated plan.

Motion:

Discussion only

Background:

The City of Surprise is an entitlement city and therefore benefits from the U.S. Department of Urban Development (HUD) federal grants. The City of Surprise is required to submit a five year Consolidated Plan (2015-1019) and an Annual Action Plan (2015-2016) by May 2015. The plan will address Community Development Block Grants, Home Investment Partnership (HOME) and provide guidance for any other unanticipated HUD funding.

HUD requires specific community involvement tasks prior to adopting the plan. The City of Surprise issued the HUD approved Community Survey between (August 1, 2014 and October 27, 2014). The survey response rate was lower than anticipated. City Staff compiled survey data results and recommend extending the survey comment period which will include a supplemental survey questionnaire to better understand the community's needs.

Financial Impact Statement:

None

ATTACHMENTS:

Click to download

☐ [Presentation](#)

External Attachment Links:

Meeting Requirements:

Powerpoint

Video

White Board

Other

Presentation Speaker Names (spelling and titles for TV captions):

Fredrick Buss, ACM

Michael Celaya, Intergovernmental Relations Director

Janeen Gaskins, Grants Administrator

Christina Ramirez, Neighborhood Services Program Supervisor



INTERVIEW

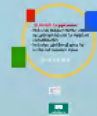
- Interview with the City of Surprise, Arizona, regarding the Community Development Federal Funding Programs (CDFFP).
- Interview with the City of Surprise, Arizona, regarding the Community Development Federal Funding Programs (CDFFP).
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SURPRISE
ARIZONA

**Community Development
Federal Funding Programs**



Community Development Federal Funding Programs



What is CDBG?

- Community Development Block Grant (CDBG)
- Federal funding source for housing projects, community and economic development
- Targeted Area Benefits
 - 25% of area residents **MUST** be low/mod income
 - Activities targeted in the Original/Revised
- **Block** - The CDBG is the **ONLY** eligible area for funding
- Most often use the funding for infrastructure

OVERVIEW

- HUD Federal Funding
 - Community Development Block Grant (CDBG)
 - HOME Investment Partnership Program (HOME)
- Impact of federal requirements
- 5-year Consolidated Plan/Annual Plan
 - Consolidated Plan Survey
 - Impact of the community input & engagement
 - Staff Recommendations



SURPRISE
ARIZONA

Community Development Federal Funding Programs

OVERVIEW

- HUD Federal Funding
 - Community Development Block Grant (CDBG)
 - HOME Investment Partnership Program (HOME)
- Impact of federal requirements
- 5-year Consolidated Plan/Annual Plan
 - Consolidated Plan Survey
 - Impact of the community input & engagement
 - Staff Recommendations





Overview of Federal Funding

What is CDBG?

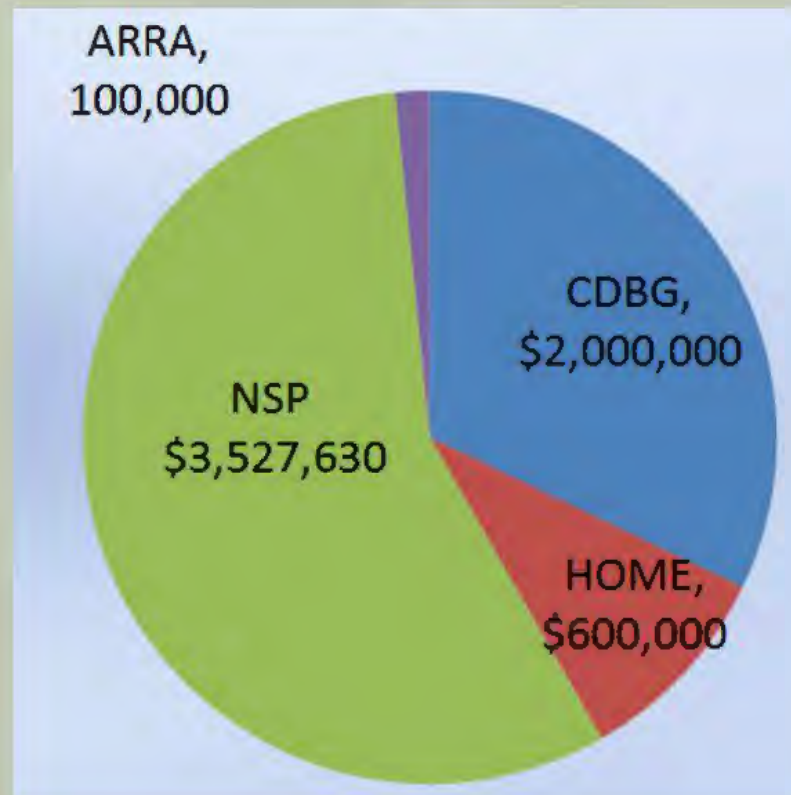
- Community Development Block Grant (CDBG)
- Federal funding source for housing projects, community and economic development
 - Targeted Area Benefit
 - 51% of area residents **MUST** be low/mod income
 - Activities targeted in the Original Townsite
 - **The OTS is the ONLY eligible area for funding**
 - Most cities use the funding for infrastructure



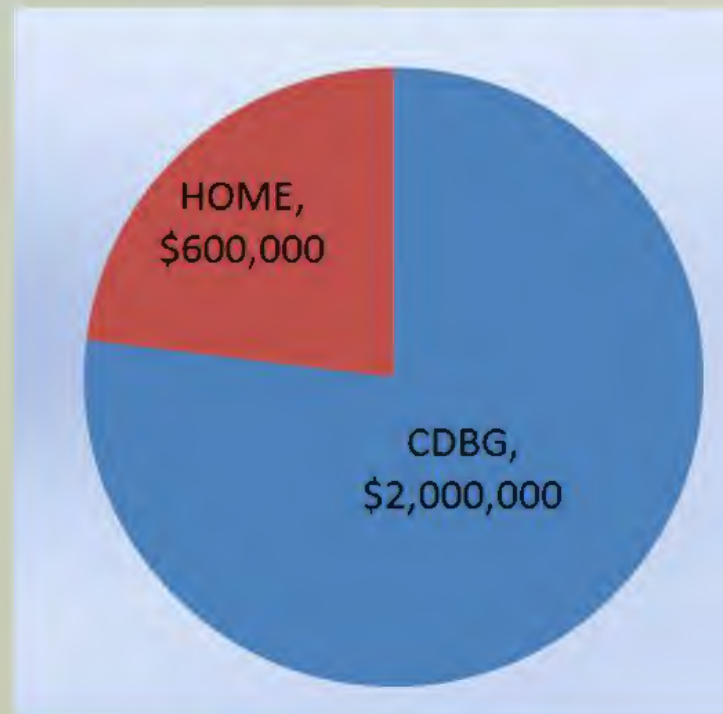
Overview of Federal Funding

HUD Funding History

2010-2014 = \$6.2M



2009-2014 HUD Funding Without Unanticipated NSP & ARRA



Surprise

CDBG Past 5 Years

- Surprise is an Entitlement City
- Surprise receives approximately \$525k/yr
 - 15% to Public Services
 - 20% for Administration
 - Housing - Emergency Home Repair
 - Street Improvements
 - Park Improvements
 - Public Services



What is HOME?

- HOME Investment Partnership Program
- Federal funding source for housing activities
 - City-wide
 - Housing related service benefiting low income persons
 - MUST be spent in the Surprise City Limits
 - Most cities use the funding for housing with forgivable loans and/or sweat equity.
 - Cities are also using funding for energy efficient option that include insulation, solar, recycling air and trees

What is the HOME?

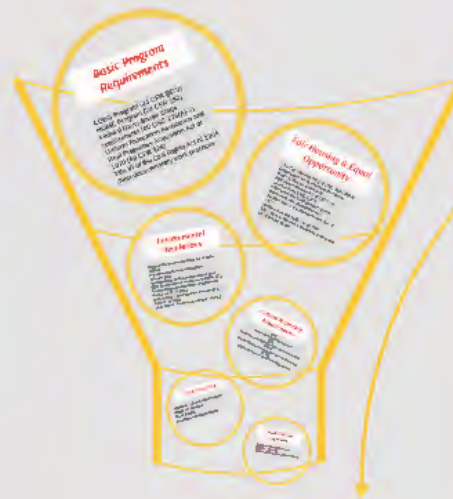
HOME Investment Partnership Program

- Surprise is a County Consortium Partner
- Surprise receives approximately \$120k/yr
 - Housing rehabilitation **12** completed
 - Home buyers assistance **\$120,000**



What is the impact of federal requirements?

All HUD Programs are Subject to Many Regulations Imposed by the Federal Government



Basic Program Requirements

CDBG Program (24 CFR §570)
HOME Program (24 CFR §92)
Federal Davis-Bacon Wage
requirements (40 USC 276(A)-7)
Uniform Relocation Assistance and
Real Properties Acquisition Act of
1970 (49 CFR §24)
Title VI of the Civil Rights Act of 1964
(Non-discriminatory work practices

Fair

Fair Housing & Equal Opportunity

The Fair Housing Act (42 USC 3601-3620)

Equal Opportunity Housing (executive Order 11063 as amended)

Age Discrimination Act of 1975, as amended (42 USC 6101)

Affirmative Marketing requirements

Americans with Disabilities Act

Section 504 of the Rehabilitation Act of 1973

Section 3 of the HUD Act of 1968

Minority and Women's Business Enterprise (24 CFR 85.36 (e))

Environmental Regulations

National Environmental Policy Act of 1969
(NEPA)

Environmental Review Procedures
(24 CFR §58)

National Historic Preservation Act of 1966

HUD Environmental Standards (24 CFR §51)

Residential Lead-Based Paint Hazard and
Reduction Act of 1992

Lead-Based Paint Poisoning Prevention Act
42 USC 4531(b))

State Historic Preservation Officer (SHPO)

Fed-

Federal Reporting Requirements

SAM:

System for Award Management

IDIS:

Integrated Disbursement and Information System

FFATA:

Federal Funding Accountability and Transparency

DRGR:

Disaster Recovery Grant Reporting System

State Reporting

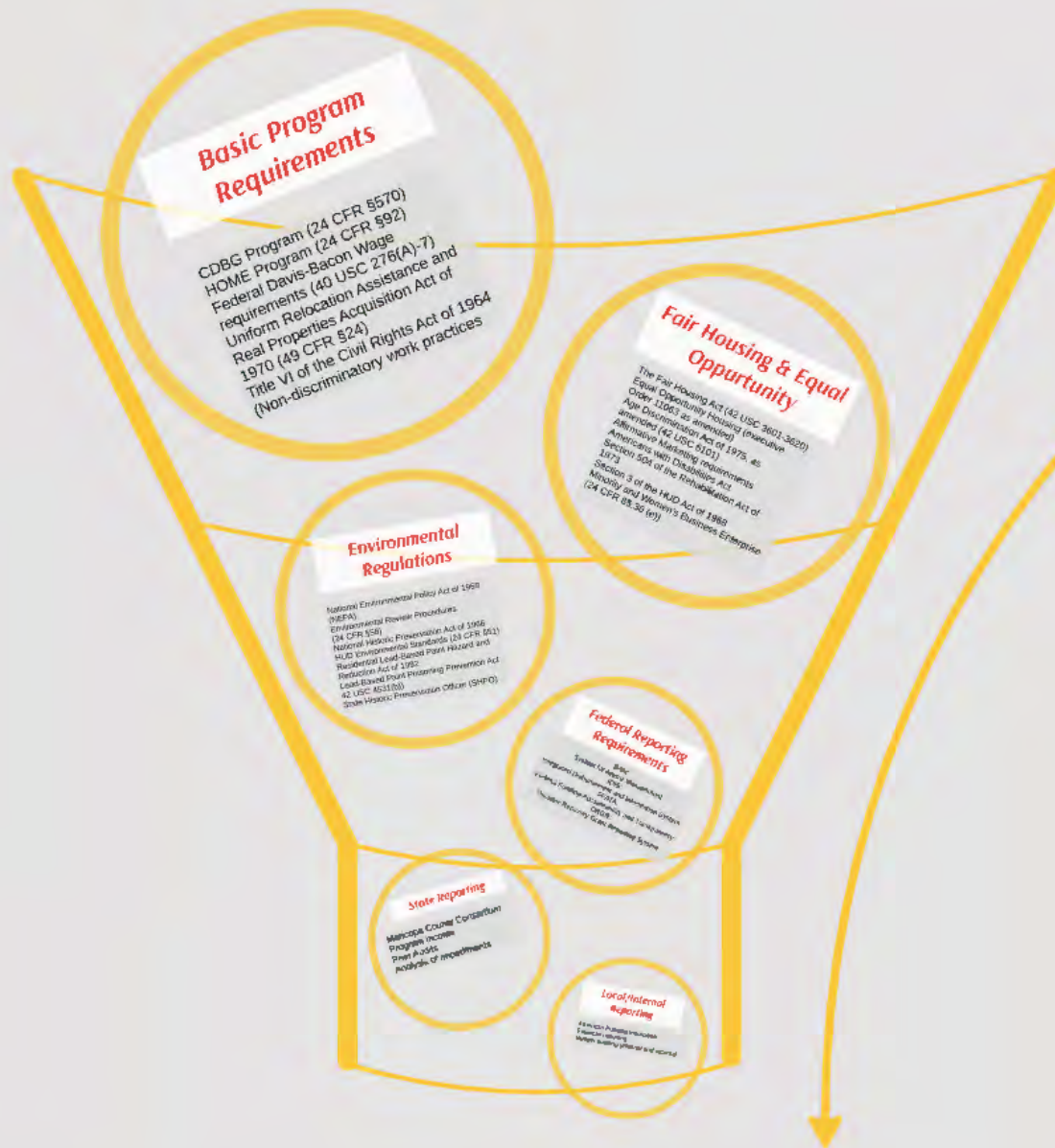
Maricopa County Consortium
Program Income
Peer Audits
Analysis of Impediments



Local/Internal Reporting

American Funding Innovation
Financial reporting
Budget auditing (internal and external)

All HUD Programs are Subject to Many Regulations Imposed by the Federal Government





Next Five Years of Funding

Requires a new 5 year Consolidated Plan

Make Your Voice Heard and Help Identify

- **Housing Priorities**
- **Economic Development Priorities**
- **Community Development Priorities**



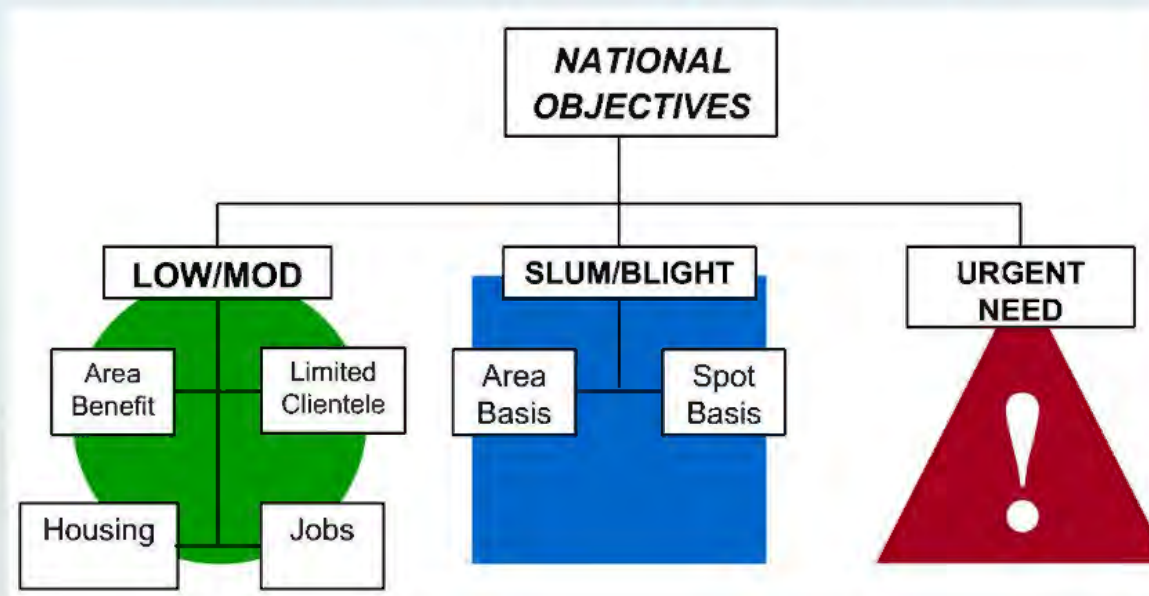
2015-2019 Consolidated Plan

What is the 5 year Consolidated Plan?

- Created every 5 years (2015-2019)
 - Accomplished through annual action plan
- Assist the City to determine community needs
- Provides a community-wide dialogue
- Mandated by U.S. HUD
- Identifies funding priorities for
 - CDBG
 - HOME
 - Other HUD funded programs

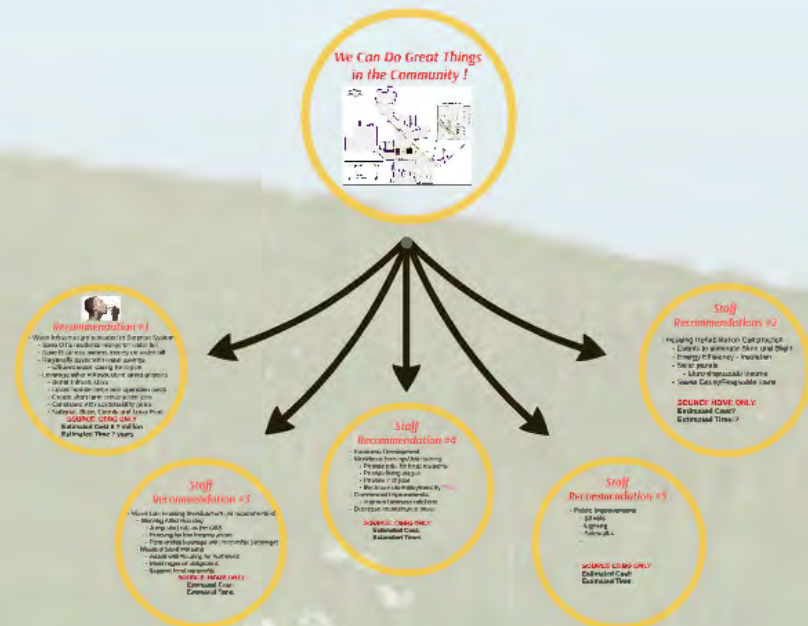


National Objectives



Eligible? vs. Feasible for us?

- Acquisition of Real Property
- Disposition
- Public Facilities and Improvements
- Clearance
- Public Services
- Interim Assistance
- Relocation
- Loss of Rental Income
- Privately-Owned Utilities
- Rehabilitation
- Construction of Housing
- Code Enforcement
- Special Economic Development Activities
- Microenterprise Assistance
- Special Activities by CBDOs
- Homeownership Assistance
- Planning and Capacity Building
- Program Administration Costs
- Miscellaneous Other Activities



We Can Do Great Things in the Community !



Recommendation #1

- Water Infrastructure relocated to Surprise System
- Save OTS residents money on water bill
- Save Business owners money on water bill
- Regionally assist with water savings
 - Efficient water saving for region
- Leverage other infrastructure street projects
 - Better infrastructure
 - Lower maintenance and operation costs
 - Create short term construction jobs
 - Consistent with sustainability goals
 - National, State, County and Local Plan

SOURCE: CDBG ONLY
Estimated Cost \$? million
Estimated Time ? years

Staff Recommendations #2

- Housing Rehabilitation Construction
- Events to eliminate Slum and Blight
- Energy Efficiency - insulation
- Solar panels
 - More disposable income
- Sweat Equity/Forgivable loans

SOURCE HOME ONLY:
Estimated Cost?
Estimated Time:?

Staff Recommendation #4

- Economic Development
- Workforce trainings/Job training
 - Provide jobs for local residents
 - Provide living wages
 - Provide # of jobs
 - Decrease unemployment by 2%
- Commercial Improvements
 - Improve business relations
 - Decrease maintenance costs

SOURCE: CDBG ONLY
Estimated Cost:
Estimated Time:

Staff Recommendation #3

- Mixed Use Housing Development (AI recommended)
- Starving Artist Housing
 - Jump start arts in the OTS
 - Housing for low income artists
 - Partnership leverage with nonprofits (leverage)
- Mustard Seed Housing
 - Assist with housing for homeless
 - Meet regional obligations
 - Support local nonprofits

SOURCE: HOME ONLY
Estimated Cost:
Estimated Time:

Staff Recommendation #5

- Public Improvements
 - Streets
 - Lighting
 - Sidewalks

SOURCE CDBG ONLY
Estimated Cost:
Estimated Time:

***We Can Do Great Things
in the Community !***



OTS Disparities

Large minority populations:
81.6% Hispanic (by nation/state/county/city)
46% white
4.9% black
1.6% Native American
.5% Asian
.2% Pacific Islander
5.1% two or more races
41.7% other race

Poverty:
36.2% of the residents are living in poverty

Educational:
45% do not have high school diploma

Homes Built Before 1977



OTS Income



Surprise Funding History

	FY10	FY11	FY12	FY13	FY14
CDWG	342,212	406,878	449,087	512,181	541,946
HOME			105,032	117,975	
MSP	2,197,706	1,329,844			
Other					
Resolving					

OTS Disparities

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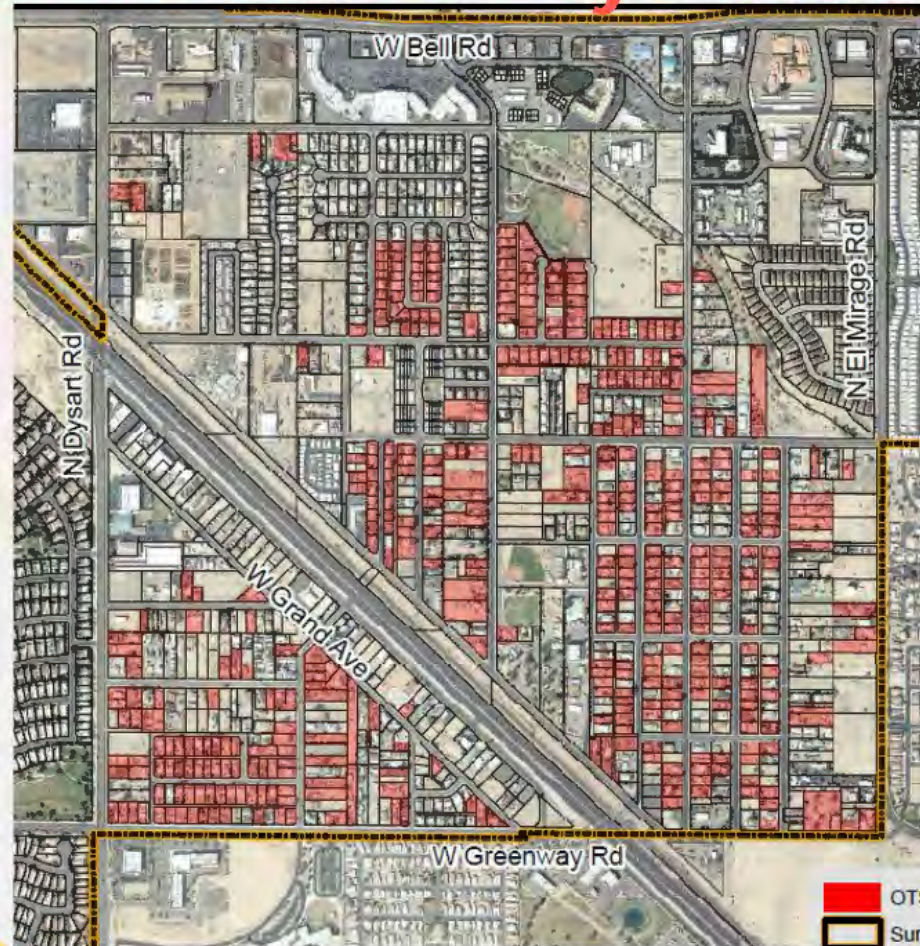
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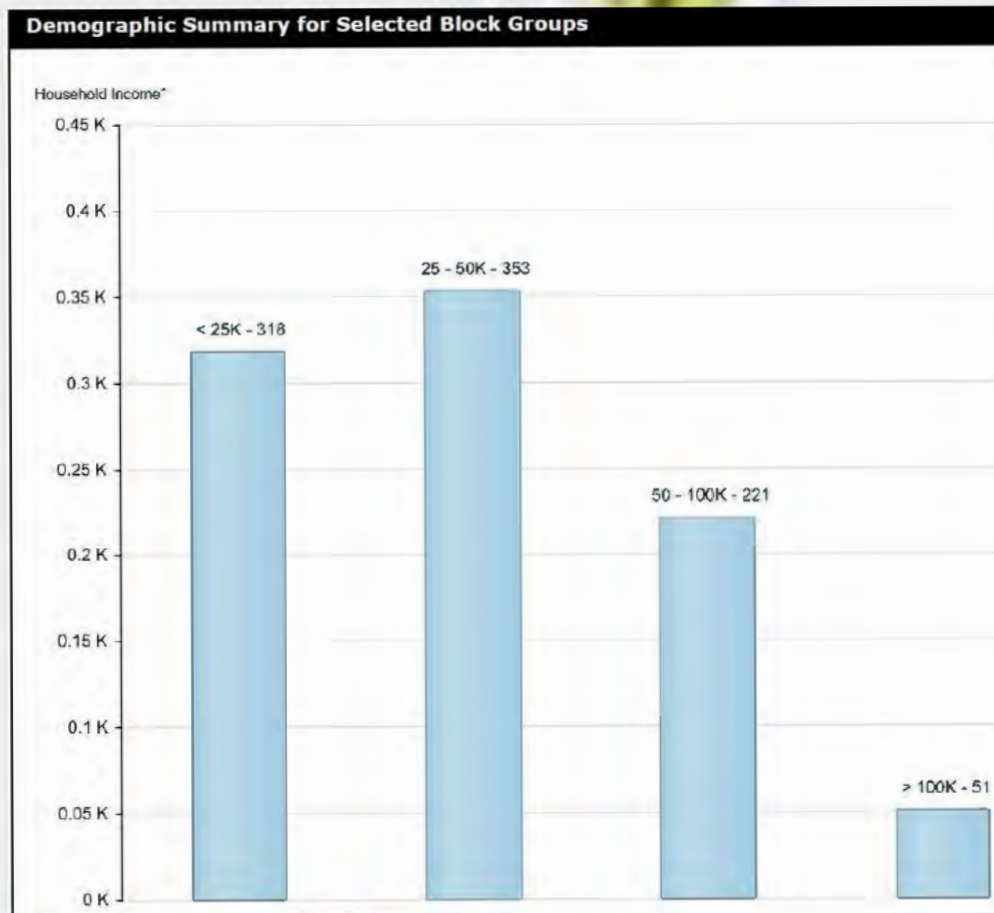
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Other					
Remaining					



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SOURCE: CDBG ONLY

Estimated Cost \$? million

Estimated Time ? years

Staff

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SOURCE: HOME ONLY

Estimated Cost:

Estimated Time:

Staff

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 - Provide living wages
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- Commercial Improvements
 - Improve business relations
- Decrease maintenance costs

SOURCE: CDBG ONLY

Estimated Cost:

Estimated Time:

Staff

Recommendation #5

- Public Improvements
 - Streets
 - Lighting
 - Sidewalks
 -

SOURCE CDBG ONLY

Estimated Cost:

Estimated Time:

Staff Recommendations #2

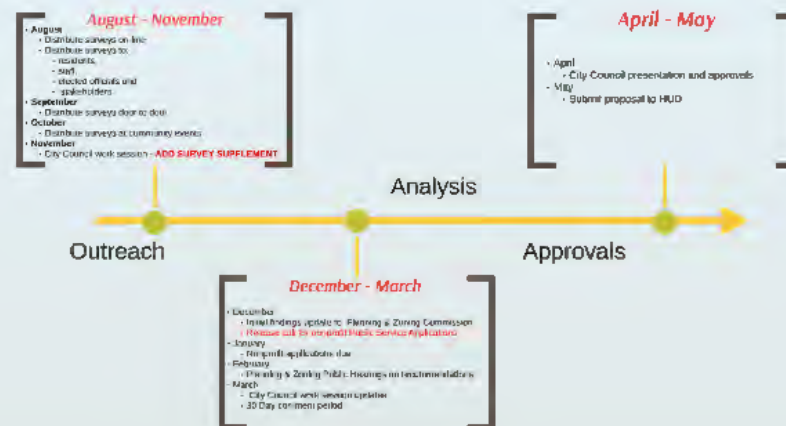
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SOURCE HOME ONLY:

Estimated Cost?

Estimated Time:?

Consolidated Plan Components







August - November

- **August**

- Distribute surveys on-line
- Distribute surveys to:
 - residents,
 - staff,
 - elected officials and
 - stakeholders

- **September**

- Distribute surveys door to door

- **October**

- Distribute surveys at community events

- **November**

- City Council work session - **ADD SURVEY SUPPLEMENT**

December - March

- December
 - Initial findings update to Planning & Zoning Commission
 - **Release call for nonprofit Public Service Applications**
- January
 - Nonprofit applications due
- February
 - Planning & Zoning Public Hearings on recommendations
- March
 - City Council work session updates
 - 30 Day comment period

April - May

- April
 - City Council presentation and approvals
- May
 - Submit proposal to HUD



SURVEY Supplement

- Includes subject matter expert recommendations for resident consideration
- Includes additional area for unfiltered resident input

Let's Discuss!



What is CDBG?

- Community Development Block Grant (CDBG)
- Federal funding source for housing projects, community and economic development
- Targeted Area Benefits
 - 25% of area residents **MUST** be low/moderate income
 - Activities targeted in the Original/Revised
- **Block** - The CDBG is the **ONLY** eligible area for funding
- Most often use the funding for infrastructure

OVERVIEW

- HUD Federal Funding
 - Community Development Block Grant (CDBG)
 - HOME Investment Partnership Program (HOME)
- Impact of federal requirements
- 5-year Consolidated Plan/Annual Plan
 - Consolidated Plan Survey
 - Impact of the community input & engagement
 - Staff Recommendations



SURPRISE
ARIZONA

Community Development Federal Funding Programs

