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

Tuesday, August 5, 2014 @ 6:00 PM

Back Print

A. Call To Order

B. Roll Call

C. Pledge of Allegiance

D. PROCLAMATION AND COMMUNITY ACKNOWLEDGEMENTS

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:

*#1	District Internal	Consideration and action on Resolution No. 2014-77; A Resolution of the City of Surprise, Maricopa County, Arizona, authorizing the city to enter into Victim Assistance Grant Program Federal Grant # 2014-VA-GX-00XX CFDA #16-575 with the Department of Public Safety, State of Arizona, to accept a grant in support of the Victim Assistance Program.	Approve Michael T. Frazier, Police Chief
*#2	District Citywide	Consideration and action on the minutes of June 10, 2014 Special City Council Meeting, June 17, 2014 Regular City Council Work Session and Regular City Council Meeting.	Approve Sherry Ann Aguilar, City Clerk
*#3	District Citywide	Consideration and action authorizing the City Manager to accept a grant for $30,118 from Arizona Department of Public Safety Victim of Crime Act Grant for the Criminal Division of the City Attorney's Office.	Approve Misty Leslie, City Attorney
*#4	District 3	Consideration and action approving a final plat entitled The Retreat at Sycamore Farms Parcel 12, Phase 2, dated June 10, 2014, a property generally located at the southwest corner of North 165th Drive and Cholla Street; Resolution #2014-76.	Approve Chris Boyd, Community Development

Regular Agenda Item - Non-Public Hearing:

#5	District Internal	Presentation and discussion pertaining to the Summer Youth Employment Program.	No Action Chris Boyd, Community Development
#6	District Citywide	Consideration and action pertaining to an agreement with the Greater Phoenix Economic Council for marketing services in the amount of $53,480; Resolution 2014-72.	Approve Bob Wingenroth, City Manager
#7	District Internal	Consideration and action on Resolution 2014-75, authorizing the City Manager or his designee to conduct all negotiations and sign an intergovernmental agreement with the City of Phoenix to provide the City of Surprise Police Department the ability to directly access records contained in their Records Management System (RMS).	Approve Michael T. Frazier, Police Chief
#8	District Internal	Consideration and action on an Intergovernmental Agreement with Maricopa County as a subrecipient to reallocate HOME Investment Partnership Funds by Maricopa County Consortium and amending the Fiscal Year 2015 budget by reallocating $124,800 from the Grants and Contingency Fund to the Neighborhood Revitalization Fund; Resolution 2014-80.	Approve Chris Boyd, Community Development
#9	District Internal	Consideration and action on an Intergovernmental Agreement with the Town of Gilbert to reallocate HOME funds for the construction of replacement homes under the HOME program in the amount of $124,800; Resolution 2014-79.	Approve Chris Boyd, Community Development
#10	District Internal	Consideration and action to move the Regular Work Session and Regular Council Meeting scheduled for Tuesday, August 19, 2014 to Monday, August 18, 2014 due to the Arizona League of Cities and Towns Conference.	Approve Sherry Ann Aguilar, City Clerk MMC

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:

#11	District Internal	Discussion/consultation with the City Attorney to receive legal advice; and to consider its position, and to provide instruction/direction regarding compensation and contract terms regarding an employment contract for the position of City Manager pursuant to A.R.S. §38-431.03(A)(1), (3) &(4).	None Misty Leslie, City Attorney

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:

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.

Council Meeting Date:	August 5, 2014	Contact Person:	Michael T. Frazier, Police Chief
Submitting Department:	Police	District:	Internal
Staff Recommendations:	Approve		

Consent x	Regular	Public Hearing	Report/Discussion

Agenda Wording:

Consideration and action on Resolution No. 2014-77; A Resolution of the City of Surprise, Maricopa County, Arizona, authorizing the city to enter into Victim Assistance Grant Program Federal Grant # 2014-VA-GX-00XX CFDA #16-575 with the Department of Public Safety, State of Arizona, to accept a grant in support of the Victim Assistance Program.

Motion:

I move to approve Resolution No. 2014-77.

Background:

The Police Department has been awarded federal grant funding in the amount of $58,152 from the Arizona Department of Public Safety for salary expenses of the Department's Victim Assistance Program Coordinator. The City is required to provide a match of $14,538 cash or in-kind funds for fringe benefits expense. The VOCA grant is renewable on a year-to-year basis. Allowable services by the Victim Assistance Unit include (1) response to emotional and physical needs [healing] of crime victims; (2) assist primary and secondary victims of crime to stabilize [restitution/economic restabilization] their lives after a victimization; (3) assist victims to understand and participate in the criminal justice system; and (4) provide victims of crime with a measure of safety and security.

Financial Impact Statement:

The VOCA grant will supplement salary expense for the Victim Assistance Program Coordinator, which is an approved FTE in the FY2015 budget. These funds represent approximately 75% of the cost for this position. City matching funds have been budgeted for in the FY2015 Police Department general fund budget.

ATTACHMENTS:

Click to download

- 2014 DPS VOCA Grant award letter
- 2014 DPS VOCA Grant document
- Resolution 2014-77 DPS VOCA grant (police)

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

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

Michael T. Frazier, Chief of Police

ARIZONA DEPARTMENT OF PUBLIC SAFETY

2102 WEST ENCANTO BLVD. P.O. BOX 6638 PHOENIX, ARIZONA 85005-6638 (602) 223-2000

"Courteous Vigilance"

JANICE K. BREWER Governor **ROBERT C. HALLIDAY** Director

June 17, 2014

Linda K. Kerkes Melendez
City of Surprise Police Department
14250 W. Statler Plaza
Surprise, AZ 85374-7473

RE: Fiscal Year 2014/2015 DPS-VOCA Award

Dear Mrs. Kerkes Melendez:

Congratulations! Your agency has been awarded $58,152 in DPS-VOCA funds for the 2014/2015 program year. Enclosed is the grant award agreement package for your DPS-VOCA grant. Please read and be familiar with the General and any applicable Special Conditions contained in the agreement.

Your agency has 60 days from the date of this letter to accept this offer by signing and returning the enclosed agreement and required certifications; however, reimbursement of VOCA grant funds will not be made until the entire agreement package has been returned to DPS and is fully negotiated.

1. **Subgrant Award Agreement.** This agreement must be signed by the authorized officials listed on the signature page. Return the ***entire*** agreement to DPS. A copy will be mailed to you once it has been signed by the DPS Director.
2. **Certification Form.** Complete and sign the EEOP Certification Form and return to DPS with your award agreement.
3. **Certification Regarding Lobbying.** Any subgrantee that receives over $100,000 in federal funding in a fiscal year must complete, sign and return this form certifying that they will comply with "New Restrictions on Lobbying," 28 CFR Part 69. If your agency receives less than $100,000 in federal funding in a fiscal year, mark "Not Applicable," sign and return this form.
4. **Disclosure of Lobbying Activities.** Any subgrantee that receives more than $100,000 in federal funding in a fiscal year and has engaged in reportable federal lobbying activities must complete and return this form to disclose those activities. Any subgrantee that receives more than $100,000 in federal funding in a fiscal year and has not engaged in reportable federal lobbying activities must mark "Not Applicable," sign and return this form. If your agency receives less than $100,000 in federal funding in a fiscal year, mark "Not Applicable," sign and return this form.
5. **Certification Regarding Debarment.** This certification is required by the regulations implementing Executive Order 12549, "Debarment and Suspension," 28 CFR Part 67, Section 67.510, participants' responsibilities. This certifies that your agency is eligible to receive a federal grant, and that neither your agency nor its employees have been debarred from doing business with the federal government. This completed certification must be returned to DPS with your signed Award Agreement.
6. **Federal Civil Rights Requirements.** In accordance with Federal regulations and as a condition of award, your organization must comply with all applicable Federal Civil Rights requirements of nondiscrimination. This completed certification must be returned to DPS with your signed Award Agreement.
7. **Executive Order 2009-09 (Do not return to DPS).** This order, Prohibition of Discrimination in State Contracts and Nondiscrimination in employment by government Contractors and Subcontractors, is required on all state contracts and is enclosed for your reference.

Please call me at (602) 223-2414 if you have any questions.

Sincerely,

Jim Hoyt
Grant Coordinator

DPS Grant Agreement No. 2014-108

ARIZONA DEPARTMENT OF PUBLIC SAFETY

VICTIMS OF CRIME ACT (VOCA)

VICTIM ASSISTANCE GRANT PROGRAM
FEDERAL GRANT #2014-VA-GX-00XX
CFDA #16-575
SUBGRANT AWARD AGREEMENT

SUBRECIPIENT

AGENCY:	City of Surprise Police Department				
ADDRESS:	14250 W. Statler Plaza				
CITY:	Surprise	STATE:	AZ	ZIP:	85374-7473

2014/2015 AWARD AMOUNT: $58,152

2014/2015 REQUIRED MATCH (NON-FEDERAL SOURCE): $14,538

PROJECT PERIOD: 07/01/2014 to 09/30/2015

PROJECT PURPOSE: To provide assistance to victims of crime.

This agreement is made under the authority of the Victims of Crime Act of 1984, Public Law 98-473, Title II, Chapter XIV, 42 USC 10601, et seq as amended.

The purpose of this agreement shall be to award Victims of Crime Act (VOCA) Assistance funds to the subrecipient to provide services to victims of crime as authorized by the Victims of Crime Act. Awards may be supplemented by other federal, state, local, and private funds. Subrecipient's agreement or amended agreement(s) is incorporated by reference into this Subgrant Award Agreement.

This award is subject to agreement by the subrecipient, including any DPS VOCA funded positions and their immediate supervisors, to conform to the provisions of the Victims of Crime Act of 1984; the DPS VOCA victim assistance grant program guidelines; the subrecipient's application; the attached general conditions and applicable special conditions; the most recent version of the Office of Justice Programs Financial Guide; OMB circulars A-21, A-87, A-102, A-110, A-122, A-133; Executive Order 12372; and 28 CFR pts. 66 and 70, all of which are incorporated by reference as if fully stated herein.

Subrecipients, and all their contractors, will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 CFR pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 CFR § 175.15 (b); section 106 of the National Historic Preservation Act of 1966 (16 USC § 470); Executive Order 11593; the Archaeological and Historical Preservation Act of 1974 (16 USC § 469 a-1 et seq.); the National Environmental Policy Act of 1969 (42 USC § 4321); and any applicable statutorily-imposed nondiscrimination requirements, which may include Title VI of the Civil Rights Act of 1964 (42 USC § 2000d and 28 CFR § 42.101 et seq); Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 and 28 CFR § 42.501 et seq); the Age Discrimination Act of 1975 (42 USC § 6102 and 28 CFR § 42.700 et seq); Title IX of the Education Amendments of 1972 (20 USC § 1681 and 28 CFR pt 54); the Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789d and 28 CFR § 42.201 et seq); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 USC § 5672(b)); Section 1407 of the Victims of Crime Act of 1984 (42 USC § 10604); Title II of the Americans with Disabilities Act of 1990 (42 USC §12131-34 and 28 CFR pt. 35); and Equal Treatment for Faith-Based Organizations (28 CFR pt 38 and Executive Order 13279); and State Executive Order No. 2009-09. The above referenced federal and state laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services.

Governmental entities will comply with the requirements of Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC § 4601 et seq.), and 5 USC §§ 1501-08 and §§ 7324-28 which limit certain political activities of State and local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

The Arizona Department of Public Safety agrees to pay subrecipient the above shown AWARD AMOUNT subject to the conditions provided herein:

General Conditions

1.0 Definition of Terms. As used in this subgrant award agreement, the terms listed below are defined as follows:

1.1 "Agreement" means a written online Request for Grant Application (RFGA) approved by the Arizona Department of Public Safety.

1.2 "Agreement Amendment" means a written online document approved by the Arizona Department of Public Safety that is requested by the subrecipient agency for the purpose of making changes in the agreement.

1.3 "Application" means a written online Request for Grant Application (RFGA).

1.4 "Days" means calendar days unless otherwise specified.

1.5 "Direct Service" means supportive services provided through direct contact with a victim in-person, by phone or hotline, or by email.

1.6 "Director" means the head of the Arizona Department of Public Safety, or his/her designee, who is duly authorized by the State to enter into grant agreements and make written determinations with respect to those agreements.

1.7 "DPS" means the Arizona Department of Public Safety.

1.8 "Grant" means the furnishing of financial or other assistance, including state or federal grant funds, by the Department of Public Safety to any person for the purpose of supporting or stimulating educational, cultural, social or economic quality of life.

1.9 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.10 "Match" means additional resources (cash or in-kind) provided by the subrecipient to support the DPS VOCA funded project. Cash match must be from a non-Federal source.

1.11 "Project" means activities and services supported by Victims of Crime Act (VOCA) funds plus required match, relating to this subgrant award agreement only.

1.12 "Services" means the furnishing of labor, time or effort by a subrecipient which does not involve the delivery of a specific end product other than required reports and performance. Allowable services include those efforts that (1) respond to the emotional and physical needs [healing] of crime victims; (2) assist primary and secondary victims of crime to stabilize [restitution/economic restabilization] their lives after a victimization; (3) assist victims to understand and participate in the criminal [justice] system; and (4) provide victims of crime with a measure of [safety] and security.

1.13 "State" means the State of Arizona and Department or Agency of the State that executes the subgrant award agreement.

1.14 "Subgrant award agreement" means a written signed agreement between the Arizona Department of Public Safety and the grant recipient for the award of DPS VOCA funds.

1.15 "Subrecipient" means the legal entity to which a subaward is made and which is accountable to DPS for the use of the funds provided.

1.16 "VOCA" means Victims of Crime Act of 1984, as amended, 42 USC 10601, et seq.

2.0 Subgrant award agreement interpretation.

2.1 Arizona Law. The Arizona law applies to this grant award agreement, including the Solicitation and Award of Grants, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 24, and its implementing rules.

2.2 Subgrant Award Agreement Order of Precedence. In the event of a conflict in the provisions of the subgrant award agreement, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.2.1 Special Conditions;
2.2.2 General Conditions;
2.2.3 DPS / VOCA Guidelines;
2.2.4 Federal VOCA Guidelines; OJP Financial Guide; and applicable OMB circulars

2.3 Relationship of parties. The subrecipient under this subgrant award agreement is an independent subrecipient. Neither party to this subgrant award agreement shall be deemed to be the employee or agent of the other party to the subgrant award agreement.

2.4 Severability. The provisions of this subgrant award agreement are severable. Any condition deemed illegal or invalid shall not affect any other condition of the subgrant award agreement.

2.5 No parol evidence. This subgrant award agreement is intended by the parties as a final and complete expression of their agreement. No prior dealings between the parties shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.6 No waiver. Either party's failure to insist on strict performance of any condition of the subgrant award agreement shall not be deemed a waiver of that condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.0 Subgrant award agreement administration and operation.

3.1 Non-Discrimination. The subrecipient shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations related to the prohibition against discrimination, including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, the Omnibus Crime Control and Safe Streets Act of 1968, the Juvenile Justice and Delinquency Prevention Act of 2002, the Victims of Crime Act of 1984, the Americans with Disabilities Act of 1990, Department of Justice implementing regulations and Equal Treatment for Faith-Based Organizations.

In the event a federal or state court or administrative agency makes a finding of discrimination after a due process hearing against the subrecipient agency on the grounds of race, color, national origin, religion, or sex, the subrecipient shall forward a copy of the finding to the Department of Justice, Office of Justice Programs, Office for Civil Rights and DPS.

3.1.1 Providing Services to Limited English Proficiency (LEP) Individuals. In accordance with Department of Justice guidance, recipients (and subrecipients) of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP).

3.1.2 Faith-Based Organizations. Department of Justice regulations prohibit faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.

3.1.3 Equal Employment Opportunity Plan. The subrecipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if required to submit one pursuant to 28 CFR Section 42.302) that is approved by the Office for Civil Rights is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the subrecipient is in compliance.

3.2 Certification Regarding Lobbying. Subrecipient agencies entering into a VOCA grant or cooperative agreement over $100,000 must certify that no Federal funds have been paid or will be paid, by or on behalf of the subrecipient, to any persons for influencing or attempting 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 the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. Federal funds include but are not limited to such grants as Victims of Crime Act (VOCA), Violence Against Women Act (VAWA), Family Violence Prevention and Services Act (Rural Safe Home Network Program), and the Children's Justice Act, which may be administered through a State or other local governmental agency. Additionally, subrecipient agencies must disclose to DPS any lobbying activities that have been paid or will be paid with any funds other than Federal funds.

3.2.1 Lobbying Activities. The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.

3.3 Required reports. The subrecipient will submit reports on such data in such form and at such times as required by DPS, to include:

3.3.1 Monthly financial report due the 15th of each month;
3.3.2 Quarterly statistical and programmatic report due 30 days following the close of each quarter;
3.3.3 Annual narrative report due 30 days following the close of the grant period;
3.3.4 DPS victim assistance survey due annually upon request; and
3.3.5 Year-end Amendment Agreement, if applicable, due 30 days following the close of the grant period.

Failure to submit complete, accurate and timely reports may result in a reduction of the current award. Any three combined occurrences of monthly or quarterly reports submitted over 15 days late and/or three combined occurrences relating to the submission of incomplete or inaccurate monthly or quarterly reports may result in up to a 10% award reduction as determined by DPS.

3.3.6 If DPS determines that the subrecipient has failed to meet the acceptable standard for maintaining financial and/or programmatic documentation or is identified as a high risk subrecipient, additional financial or programmatic documentation may be required.

3.4 Records. The subrecipient shall retain all financial records, supporting documentation, statistical records and all other records pertinent to this award until March 31 of the seventh year following the year indicated in the Federal Grant Number of this Subgrant Award Agreement. (Federal Grant #2014-VA-GX-00XX plus seven years – keep through March 31 of that seventh year). In addition, with a 24-hour notice, the subrecipient will allow DPS and the Department of Justice's Office for Victims of Crime and/or the Office of the Chief Financial Officer (or their representatives) to review all of the subrecipient's records concerning this grant project.

3.5 Capital equipment. The subrecipient must maintain all capital equipment and furniture (costs in excess of $5,000 per unit) purchased through this subgrant award agreement in accordance with the DOJ Financial Guide. The subrecipient shall submit documentation relevant to the purchase as required by DPS. All capital equipment and furniture must be used for victim services as identified in the subrecipient's application and this subgrant award agreement. Any deviation from this provision must be approved in writing by DPS.

3.6 Authorization of use. DPS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and authorize others to use for government purposes, the copyright of any work developed under this award and any rights of copyright to which a subrecipient purchases ownership with support through this subgrant award agreement.

3.7 Research or statistical information. The subrecipient shall not use or reveal any research or statistical information under this project that is identifiable to any specific person except for the purpose for which the information was obtained, in accordance with VOCA.

3.8 Site inspections. The continuance of the subrecipient's subgrant award agreement is contingent upon successful completion of random or for-cause inspections. Failure to satisfactorily comply with Required Action items identified during the site inspection can result in termination of the subgrant award agreement.

3.9 Audit requirements. The subrecipient shall comply with the audit requirements of Office of Management and Budget (OMB) Circular A-133 and the DPS VOCA guidelines. If an audit is required, a copy of the audit report shall be sent to DPS.

3.10 Potential fraud, waste, abuse or misconduct. The subrecipient must promptly notify DPS in writing of any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

3.11 Prohibited Activities. The following activities are prohibited under this subgrant award agreement:
1. New construction. 2. Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historical Places or (b) located within a 100-year floodplain. 3. A renovation which will change the basic prior use of a facility or significantly change its size. 4. Research and technology whose anticipated and future application could be expected to have an effect on the environment. 5. Implementation of a program involving the use of chemicals.

3.12 Subgrant award agreement renewal. DPS has the option to renew this project for a specified additional time period. The renewal of this project is contingent upon satisfactory performance, availability of funds, and demonstrated need.

3.13 The subrecipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM). After the initial registration, subrecipients are required to review and update the information at least annually and more frequently if required by changes in the subrecipient's information or another award item. Additional information about registration procedures may be found at the SAM website (www.sam.gov).

4.0 Cost and Payments.

4.1 Available funds. Any award is dependent upon receipt of the VOCA Assistance funds from the U.S. Department of Justice, and there is no obligation on the part of DPS to award funds other than the federal VOCA.

4.2 Compliance. Failure of the subrecipient to utilize DPS VOCA funds for direct services to crime victims or for training purposes as stated in the approved budget will be subject to immediate cancellation. The subrecipient will not utilize VOCA funds for projects which serve perpetrators of crime or crime prevention, and/or for any other non-allowable cost or activity in accordance with DPS / VOCA guidelines. The subrecipient agrees to reimburse DPS for any VOCA funds the subrecipient expends that are not in full compliance with this subgrant award agreement.

4.3 No charge to victims. Subrecipients must provide services to crime victims, at no charge, through the VOCA-funded project. The purpose of the VOCA victim assistance grant program is to provide services to all crime victims regardless of their ability to pay for services rendered or availability of insurance or other third-party payment resources.

4.4 On-call time. The subrecipient will not utilize VOCA funds to support on-call time for staff. DPS may approve the use of on-call time as program match.

4.5 Non-supplantation. VOCA crime victim assistance funds will be used to enhance or expand services and will not be used to supplant state and local funds that would otherwise be available for crime victim services. See Section 1404(a)(2)(c), codified at 42 USC 10603(a)(2)(C). This supplantation clause applies to state and local public agencies only.

4.6 Mandated services. The subrecipient will not utilize VOCA funds to support legally mandated services.

4.7 Funds management. The subrecipient will provide appropriate accounting and monitoring procedures to ensure fiscal control and efficient management of funds, in accordance with the U.S. Department of Justice, Office of Justice Programs, Financial Guide, effective edition.

4.8 Unexpended funds. The subrecipient will immediately contact DPS to make arrangements to amend their budget to expend remaining funds or to reduce the contracted amount when it becomes apparent that not all VOCA grant funds will be expended by the end of the grant period. Any VOCA funds not expended or encumbered prior to the end of the award period shall be reverted to DPS within 30 days of the close of the grant period. Any funds not matched as required shall be reverted to DPS within 30 days of receipt of written notification from DPS.

4.9 Matching funds. The subrecipient will commit, track and report matching funds at approximately the same percentage rate as expenditures. The subrecipient may commit, track and report match funds at a higher percentage rate each month, not to exceed the total required match amount. The subgrant award agreement is subject to cancellation if the required match funding committed, tracked, and reported each month is more than 10% less than the rate of expenditures.

4.10 Training and Conference expense. The subrecipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, training, and other events, including the provision of food and/or beverage and costs of attendance at such events.

4.11 Prohibited expense. The subrecipient will not utilize VOCA funds, either directly or indirectly, in support of any contract with the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.

4.12 Training or training materials. The subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm.

4.13 Duplicate funding. The subrecipient agrees that if it currently has an open award of federal or state funds or if it receives an award of federal or state funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient will promptly notify DPS and, if so requested by DPS, seek an agreement amendment request to eliminate any duplication of funding.

5.0 Subgrant Award Agreement Changes.

5.1 Agreement Amendment. This subgrant award agreement is issued under the authority of the Director of the Arizona DPS and may be modified only through an Agreement Amendment, approved by DPS.

5.2 Assignment of duties. The subrecipient shall not assign or transfer any of its duties under this agreement without express written permission of DPS.

5.3 Scope of work. Awards are based on information presented in the subrecipient's on-line application. Any deviation from the scope of the project as stated in the Narrative and Budget sections of the subrecipient's application must be approved in writing by DPS prior to the use of such funds.

5.4 Subcontracts. The subrecipient shall not enter into any subcontract under this subgrant award agreement without the advance written approval of DPS. The subrecipient shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the application for funding or agreement amendment. The subcontract shall incorporate by reference the terms and conditions of this subgrant award agreement.

6.0 Indemnification.

Subrecipient Indemnification. The parties to this subgrant award agreement agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the subrecipient for vicarious liability of the State as a result of entering into this agreement. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

7.0 Grant Remedies.

7.1 Right to Assurance. If DPS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this subgrant award agreement, DPS may demand in writing that the subrecipient give a written assurance of intent to perform. Failure by the subrecipient to provide written assurance within the number of days specified in the demand may, at DPS's option, be the basis for terminating the subgrant award agreement under the General Conditions or other rights and remedies available by law or provided by the subgrant award agreement.

7.2 Project implementation. If a project is not operational within 60 days of the original start date of the project period, the subrecipient must submit written documentation to DPS explaining steps taken to initiate the project, the reasons for the delay, and the expected start date. If a project is not operational within 90 days of the original start date of the project period, the subrecipient must submit a second written statement explaining the implementation delay. DPS reserves the right to cancel the agreement if the proposed project is not operational within 90 days of the original start date.

8.0 Grant Termination.

8.1 Cancellation for conflict of interest. Pursuant to A.R.S. 38-511, the State may cancel this agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State is or becomes at any time while the agreement or an extension of the agreement is in effect an employee of or a consultant to any other party to this agreement with respect to the subject matter of the agreement. The cancellation shall be effective when the subrecipient receives written notice of the cancellation unless the notice specifies a later time. If the Subrecipient is a political subdivision of the State, it may also cancel this agreement as provided in A.R.S. 38-511. In the event of cancellation under this paragraph, any unexpended funds received by the subrecipient must be reverted within 30 days of the cancellation notification.

8.2 Gratuities. DPS may, by written notice, terminate this subgrant award agreement, in whole or in part, if DPS determines that employment or a gratuity was offered or made by the subrecipient or a representative of the subrecipient to any officer or employee of the state for the purpose of influencing the outcome of the grant award or in securing the subgrant award agreement, an amendment to the subgrant award agreement, or favorable treatment concerning the subgrant award agreement, including the making of any determination or decision about subgrant award agreement performance. DPS, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the subrecipient.

8.3 Suspension or Debarment. DPS may, by written notice to the subrecipient, immediately terminate this subgrant award agreement if DPS determines that the subrecipient has been debarred, suspended or otherwise lawfully prohibited from or ineligible for participation in federal assistance programs or activities, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an application for funding or execution of a subgrant award agreement shall attest that the subrecipient is not currently suspended or debarred. If the subrecipient becomes suspended or debarred, the subrecipient shall immediately notify DPS.

8.4 Termination for convenience. DPS reserves the right to terminate the subgrant award agreement, in whole or in part any time, when in the best interest of DPS without penalty or recourse. Upon receipt of the written notice, the subrecipient shall stop all work as directed in the notice and minimize all further costs to DPS. In the event of termination under this paragraph, any unexpended funds received by the subrecipient must be reverted within 30 days of the termination notification.

8.5 Termination for default. In addition to the rights reserved in the contract, DPS may terminate the subgrant award agreement in whole or in part due to the failure of the subrecipient to comply with any term or condition of the subgrant award agreement or to make satisfactory progress in performing the subgrant award agreement. An award is subject to cancellation if less than 20% of the awarded funds are expended or encumbered within 4 months of the contact start date, 40% within 7 months, and 70% within 10 months. DPS shall provide a 30-day written notice of termination and the reasons for termination to the subrecipient. In the event of termination under this paragraph, any unexpended funds received by the subrecipient must be reverted within 30 days of the termination notification. The subrecipient has the option to appeal within 20 calendar days of the date of the written notice of termination. The final decision will be at the discretion of the DPS Director or his designee.

8.6 Continuation of performance through termination. The subrecipient shall continue to perform, in accordance with the requirements of the subgrant award agreement, up to the date of termination, as directed in the termination notice.

8.7 Termination by subrecipient. Upon written notice to DPS, the subrecipient may cancel this subgrant award agreement. Any unexpended funds shall immediately be reverted to DPS.

9.0 Arbitration.

The parties to this subgrant award agreement agree to resolve all disputes arising out of or relating to this subgrant award agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. 12-1518 except as may be required by other applicable statutes (Title 41).

10.0 Other Service Requirements.

10.1 Collaboration. The subrecipient agrees to continually and proactively participate in developing partner relationships among other service providers in the effort to aid crime victims within the community served.

10.2 Demographics. The subrecipient agrees to maintain information on victim services provided through this project by race, national origin, sex, age and disability.

10.3 Key staff changes. The subrecipient agrees to promptly notify DPS of changes in key staff members identified in the grant application, to include Project Contact, Civil Rights Contact, Crime Victim Compensation Coordinator, Project Director, Financial Contact, Authorizing Official, and VOCA funded staff and/or staff used as match.

10.4 Vacancies. The subrecipient agrees to promptly notify DPS in writing when any VOCA funded employee position is vacated, and when any VOCA funded employee position is filled.

10.5 Surveys. The subrecipient agrees to utilize customer feedback surveys to assist the agency with contracted project outcome and quality measures. Feedback and satisfaction surveys will utilize the Likert Scale of Measurement (Strongly Agree, Agree, Neither Agree or Disagree, Disagree, Strongly Disagree).

10.6 Victim Compensation. The subrecipient agrees to assist eligible victims in seeking available crime victim compensation benefits provided by the state victim compensation program. The subrecipient agrees to designate a Victim Compensation Coordinator within its agency. The Victim Compensation Coordinator must have received victim compensation training from their county attorney's office or completed the

Arizona Criminal Justice Commission (ACJC) on-line Introduction to Crime Victim Compensation training module (http://www.azcjc.gov/ACJC.Web/victim/cbttraining.aspx). If training has not been received, the subrecipient agrees to arrange for and attend training within 90 days from the first day of this subgrant award agreement or 90 days after reassignment of new staff in this role.

10.7 Victims' Rights. The subrecipient agrees to notify victims of Victims' Rights (A.R.S. 13-4401, et seq.) and to offer to connect the victim with a representative from the prosecutor's or county attorney's office if the victim so chooses. Non-criminal justice agencies will track their success ratio introducing victims to the criminal justice system in a verifiable manner. Non-criminal justice agencies will ensure that all DPS-VOCA funded staff and their first line supervisor have received victims' rights training from a criminal justice agency.

10.8 Civil Rights. The subrecipient agrees to designate a Civil Rights Contact Person within its agency. This person must complete the on-line civil rights training program offered by the Office for Civil Rights (OCR), Office of Justice Programs (OJP), Department of Justice (DOJ) via the Arizona Criminal Justice Commission (ACJC) website. The subrecipient agrees to ensure the Civil Rights Contact Person completes the training within 90 days from the first day of this subgrant award agreement or 90 days after reassignment of new staff in this role.

10.9 Volunteers. The subrecipient agrees to incorporate the use of volunteers to assist in carrying out the agency's mission. Volunteer use is a current and ongoing requirement for all projects.

10.10 Sudan and Iran Investments. The subrecipient agrees to comply with ARS 35-391 and ARS 35-393, and therefore has no scrutinized business operation investments in Sudan and Iran.

10.11 Text messaging policy. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department of Justice encourages subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety polices and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

2014 - 2015
APPROVED BUDGET

Budget line items:	Federal	Match	Total
Salaries and Wages	$54,076	$ 0	$54,076
Fringe Benefits	$ 4,076	$14,538	$18,614
Travel	$ 0	$ 0	$ 0
Professional/Outside Services	$ 0	$ 0	$ 0
Equipment	$ 0	$ 0	$ 0
Other Operating	$ 0	$ 0	$ 0
Total	$58,152	$14,538	$72,690

For the Arizona Department of Public Safety:

______________________________ ______________

Robert C. Halliday, Colonel
Director
Arizona Department of Public Safety

Date

This Subgrant Award Agreement has been approved as to form by the Arizona Department of Public Safety Legal Section.

For the Subrecipient:

Project Director:

Signature: ______________________________
John Poorte, Commander

Date: ______________________________

Authorizing Official:

Signature: ______________________________
Michael Frazier, Chief of Police

Date: ______________________________

Approved as to form:

____
Attorney for Subrecipient (optional)

RESOLUTION # 2014-77

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO VICTIM ASSISTANCE GRANT PROGRAM FEDERAL GRANT #2014-VA-GA-00XX CFDA #16-575 WITH THE DEPARTMENT OF PUBLIC SAFETY, STATE OF ARIZONA, TO ACCEPT A GRANT IN SUPPORT OF THE VICTIM ASSISTANCE PROGRAM

WHEREAS, the Department of Public Safety, State of Arizona, as a sub-Recipient of the Victims of Crime Act Victim Assistance Grant Program, has awarded the City of Surprise a grant in the amount of $58,200 in funding for the Surprise Police Department to support its Victim Assistance Program;

WHEREAS, the City desires to accept grant funding in the amount of $58,200 for salary and fringe benefits for its program coordinator; and

WHEREAS, this agreement requires the City to provide matching funds in the amount of $14,600;

WHEREAS, $46,600 of this funding applies to FY2015 and $11,600 applies to FY2016, as Maricopa County is converting all grants to the federal financial cycle. The grant covers the period of July 1, 2014 through September 30, 2015;

WHEREAS, only $44,400 was included in the FY2015 budget, as the exact amount of the award was not known when the budget was adopted;

WHEREAS, a budget adjustment of $2,200 is necessary to accept the increased funding;

WHEREAS, the City's activities in providing direct services to victims of crime will be greatly enhanced by this funding;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. The City is hereby authorized to enter into an Intergovernmental Agreement by which it will accept a grant in the amount of $58,200 and amend the FY2015 budget to allow for the increased funding amount. The additional funding is detailed on Exhibit A.

Section 2. That the 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 said agreement.

APPROVED AND ADOPTED this ___ day of ________________, 2014.

Sharon R. Wolcott, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Misty Leslie, City Attorney

RESOLUTION # 2014-77
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
VOCA Grant/Revenue	$44,400	$2,200	$46,600
Other Grant Revenue	4,798,800	(2,200)	4,796,600
	$4,843,200	$0	$4,843,200
VOCA Grant/Personnel	$44,400	$2,200	$46,600
Contingency	4,847,300	(2,200)	4,845,100
	$4,891,700	$0	$4,905,200

The fund changes are as follows:

- Grants and Contingency Fund - Revenue –The amendment reallocates budget authority for $2,200 to the VOCA grant within federal grant revenue.
- Grants and Contingency Fund – Expenditures – the amendment reallocates appropriation of $2,200 from contingency for personnel expenditures. Contingency is programmed for unplanned expenses without exceeding the approved total annual budget for FY2015

Council Meeting Date:	August 5, 2014	Contact Person:	Sherry Ann Aguilar, City Clerk
Submitting Department:		District:	Citywide
Staff Recommendations:	Approve		

Consent x	Regular	Public Hearing	Report/Discussion

Agenda Wording:

Consideration and action on the minutes of June 10, 2014 Special City Council Meeting, June 17, 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

No Attachments Available

External Attachment Links:

Meeting Requirements:

Powerpoint x	Video	White Board	Other x

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

CITY OF SURPRISE
Regular City Council Meeting

August 5, 2014 @ 6:00:00 PM

Back Print

Council Meeting Date:	August 5, 2014	Contact Person:	Misty Leslie, City Attorney
Submitting Department:	Attorney's Office	District:	Citywide
Staff Recommendations:	Approve		

Consent x	Regular	Public Hearing	Report/Discussion

Agenda Wording:

Consideration and action authorizing the City Manager to accept a grant for $30,118 from Arizona Department of Public Safety Victim of Crime Act Grant for the Criminal Division of the City Attorney's Office.

Motion:

I move to approve acceptance of Resolution 2014-78.

Background:

The Prosecutor's Office would like to continue the Victim Advocate position that began last year to better serve the residents of Surprise.

Financial Impact Statement:

The position is partially funded by this grant and the remaining amount was approved in the FY2015 budget.

ATTACHMENTS:

Click to download

Resolution

External Attachment Links:

Meeting Requirements:

Powerpoint x	Video	White Board	Other x

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

RESOLUTION # 2014-78

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ACCEPT GRANT FUNDING FROM THE ARIZONA DEPARTMENT OF PUBLIC SAFETY, VICTIMS OF CRIME ACT (VOCA), VICTIM ASSISTANCE GRANT PROGRAM, FEDERAL GRANT # 2014-VA-GX-00XX, CDFA # 16-575, TO CONTINUE TO FUND ONE FULL-TIME VICTIM ADVOCATE FOR THE PROJECT PERIOD OF 07/01/2014 TO 09/30/2015.

WHEREAS, the Arizona Department of Public Safety, Victims of Crime Act (VOCA) has awarded the City of Surprise $30,118 in grant funding, to be disbursed over a project period of fifteen months, from July 01, 2014 to September 30, 2015;

WHEREAS, the City of Surprise City Attorney's Office/Criminal Division desires to accept the grant funding for the continued employment of one full-time Victim Advocate;

WHEREAS, the FY2015 budget was adopted by Council Resolution #2014-53 on June 03, 2014 to include the Victim Advocate position; and

WHEREAS, City of Surprise Administrative Policies requires the approval of the Mayor and Council for the acceptance of grant funds of this nature.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, accept the Arizona Department of Public Safety, Victims of Crime Act grant as follows.

Section 1. The City is hereby authorized to accept a grant in the amount of $33,118 from the Department of Public Safety, State of Arizona for the Surprise Prosecutor's Office to support its Victim Services Program pursuant to a pass through grant provided by the Victim Assistance Grant Program Federal Grant #2014-VA-GX-00XX CFDA #16-575. This agreement requires the City to provide matching funds in the amount of $7530.

Section 2. That the 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 said grant.

APPROVED AND ADOPTED this _____day of ___________, 2014.

SIGNATURES ON THE FOLLOWING PAGE

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney

CITY OF SURPRISE
Regular City Council Meeting

August 5, 2014 @ 6:00:00 PM

Council Meeting Date:	August 5, 2014	Contact Person:	Chris Boyd, Community Development
Submitting Department:	CD	District:	3
Staff Recommendations:	Approve		

Consent x	Regular	Public Hearing	Report/Discussion

Agenda Wording:

Consideration and action approving a final plat entitled The Retreat at Sycamore Farms Parcel 12, Phase 2, dated June 10, 2014, a property generally located at the southwest corner of North 165th Drive and Cholla Street; Resolution #2014-76.

Motion:

I move to approve Resolution #2014-76.

Background:

The applicant is requesting a final plat approval that will establish the property boundaries, necessary easements, and right-of-way dedications to accommodate 69 medium-density single-family residential units.

Financial Impact Statement:

All activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

ATTACHMENTS:

Click to download

- Staff Report
- Resolution and Plat
- Vicnity Map

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

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

Hobart Wingard, Planner
Lloyd Abrams, Long Range Planning Manager

SURPRISE
ARIZONA

COMMUNITY DEVELOPMENT

Date: August 5, 2014

To: Mayor and City Council

From: Chris Boyd, Acting Community Development Director
Lloyd Abrams, Long Range Planning Manager
Hobart Wingard, Planner
hobart.wingard@surpriseaz.gov 623-222-3156

Re: FS13-486, Sycamore Farms Parcel 12, Phase 2 Final Plat

Application Summary

The applicant is requesting an approval for a Final Plat entitled the Retreat at Sycamore Farms Parcel 12, Phase 2. The proposed plat consists of 69 medium density single-family residential lots on a total of approximately 16.6 acres.

Location

The Retreat at Sycamore Farms Parcel 12, Phase 2 is a 16.6-acre vacant parcel bounded by SR303 to the west, West Cholla Street to the north, North 165th Drive to the east, and an existing multifamily development to the south known as Wyngate. The proposed residential development is located within the Sycamore Farms Planned Area Development (PAD).

History

- The subject project area was annexed into the city on July 22, 2004.
- On July 22, 2004, the Mayor and City Council approved the Sycamore Farms PAD.
- On July 13, 2006, the Mayor and City Council approved a map of dedication for a medium density project at the said location.
- On March 6, 2014, the Planning and Zoning Commission recommended approval of the preliminary plat for Sycamore Farms Parcel 12, Phase 2.
- On April 1, 2014, The Mayor and City Council approved the preliminary plat for Sycamore Farms Parcel 12, Phase 2.

Project Summary

The Retreat at Sycamore Farms Parcel 12, Phase 2 is to be located on approximately 16.6 acres of medium density residential land within the Sycamore Farms PAD. The medium density residential designation within the PAD has a maximum density of 8 dwelling units per acre. A previous design for the entire Parcel 12 proposed a condominium complex with a density of 7.9 dwelling units per acre. This preliminary plat proposes 69 single family units with a density of 4.2 dwelling units per acre.

The type of housing proposed is a conventional single family detached home product. The typical lot will be approximately 5,175 square feet in area with dimensions measuring 45 feet wide with a depth of 115 feet.

Students from this development will be within the Dysart School District. The school district and the PAD developer, Taylor Trust Farms, LLC, have entered an agreement to make a school site donation and cash payments to the district for each dwelling unit constructed in Sycamore Farms.

Open space will occupy approximately 4 acres of the 16.6 acre development. Primarily landscaping, the open space will include a centrally located ramada and barbeque facilities.

Findings of Fact

1. Staff finds that the proposed amended site plan complies with the Surprise Municipal Code.
    - *This project provides pedestrian and vehicular access, parking, landscaping, recreational amenities, and lighting.*
2. Staff finds that the proposed amended final plat complies with the Surprise General Plan.
    - *Recognizing that Surprise's future population count may grow rapidly, it is important not only to preserve rural and single-family housing choices but to secure higher density land uses.*
3. Staff finds that the proposed site plan complies with the Sycamore Farms PAD.
    - *The medium-density parcels, located between commercial and high-density residential, provide the most compatible land uses next to commercial, mixed-use, high-density residential, and low-density residential.*

Recommendation

Staff recommends approval of the project, subject to the findings of fact.

Attachment

Vicinity map, resolution, and final plat.

RESOLUTION #2014-76

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A FINAL PLAT ENTITLED "THE RETREAT AT SYCAMORE FARMS PARCEL 12, PHASE 2," GENERALLY LOCATED AT THE SOUTHWEST CORNER OF NORTH 165TH DRIVE AND CHOLLA STREET.

WHEREAS, on July 22, 2004 the Mayor and City Council approved the Sycamore Farms Planned Area Development;

WHEREAS, on April 1, 2014, the Mayor and City Council approved the Retreat at Sycamore Farms Parcel 12, Phase 2 Preliminary Plat;

WHEREAS, the proposed final plat does not create any substandard or non-conforming lots; and

WHEREAS, the proposed Final Plat is in compliance with the Surprise Municipal Code and Surprise General Plan.

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

Section 1. The Final Plat entitled "the Retreat at Sycamore Farms Parcel 12, Phase 2," dated June 10, 2014 is approved.

APPROVED AND ADOPTED this_______day of ____________2014.

____
Sharon R. Wolcott, Mayor

Attest:

____
Sherry Aguilar, City Clerk

Approved as to form:

____
Misty Leslie, City Attorney

FINAL PLAT
"THE RETREAT AT SYCAMORE FARMS PARCEL 12, PHASE 2"
SURPRISE, ARIZONA
A RE-PLAT OF THE MAP OF DEDICATION OF THE RETREAT AT SYCAMORE FARMS – PHASE 2 RECORDED IN BOOK 860 OF MAPS, PAGE 35, MCR, SITUATED IN A PORTION OF THE EAST HALF OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT TAYLOR MORRISON/ARIZONA, INC., AN ARIZONA CORPORATION, AS OWNER, DOES HEREBY PUBLISH THIS FINAL PLAT OF "THE RETREAT AT SYCAMORE FARMS PARCEL 12, PHASE 2" BEING A RE-PLAT OF THE MAP OF DEDICATION OF THE RETREAT AT SYCAMORE FARMS – PHASE 2 RECORDED IN BOOK 860 OF MAPS, PAGE 35, MCR, SITUATED IN A PORTION OF THE EAST HALF OF SECTION 24 TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS, AND FOR, THE PLAT OF SAID "THE RETREAT AT SYCAMORE FARMS PARCEL 12, PHASE 2" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING SAME, AND THAT EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT AND HEREBY DEDICATES TO THE CITY OF SURPRISE FOR USE, AS SUCH, THE STREETS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.

OWNER, HEREBY DEDICATES TO THE CITY THE RIGHTS-OF-WAY AS SHOWN HEREON.

OWNER, HEREBY GRANTS TO THE PUBLIC A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREA DESIGNATED AS PUBLIC UTILITY EASEMENT AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING PUBLIC UTILITIES.

OWNER, HEREBY DEDICATES TO THE CITY A NON-EXCLUSIVE EASEMENT OVER, UPON, AND ACROSS THE AREAS DESIGNATED AS SIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF ENSURING THAT THESE AREAS REMAIN FREE OF SIGHT VISIBILITY OBSTRUCTIONS.

OWNER, HEREBY DEDICATES TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELDS.

TAYLOR MORRISON/ARIZONA, INC., AN ARIZONA CORPORATION (OWNER) DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED.

THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.

THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHT-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OD THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.

ALL IMPROVEMENTS FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY THE OWNER WITHIN THE PUBLIC RIGHTS-OF-WAY, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE, SHALL BE DEEMED TO HAVE BEEN DEDICATED BY THE OWNER TO THE CITY UPON THEIR COMPLETION, HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY FORMAL COUNCIL ACTION.

THE EASEMENTS GRANTED WITHING THIS DEDICATION AS PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A CROSS ACCESS EASEMENT ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY AND TRASH COLLECTION VEHICLES.

TRACTS A, B, C, D, E, F, G, AND H ARE HEREBY DEDICATED TO THE RETREAT AT SYCAMORE FARMS, PARCEL 12, PHASE 2 HOME OWNERS ASSOCIATION AND ARE DECLARED FOR THE SPECIFIC USES IDENTIFIED ON THE TRACT SUMMARY TABLE PROVIDED HEREIN ON PAGE 2 OF THIS FINAL PLAT AND SUBJECT TO THE EASEMENTS DEDICATED TO THE CITY OF SURPRISE.

IN WITNESS WHEREOF:
TAYLOR MORRISON/ARIZONA, INC., AN ARIZONA CORPORATION, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED TO BY THE SIGNATURES OF THE UNDERSIGNED MEMBER REPRESENTATIVES DULY AUTHORIZED THIS_____DAY OF_____________, 2014.

TAYLOR MORRISON/ARIZONA, INC., AN ARIZONA CORPORATION

BY:_______________
GREG ABRAMS
ITS: VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF ARIZONA)
)SS.
COUNTY OF MARICOPA)

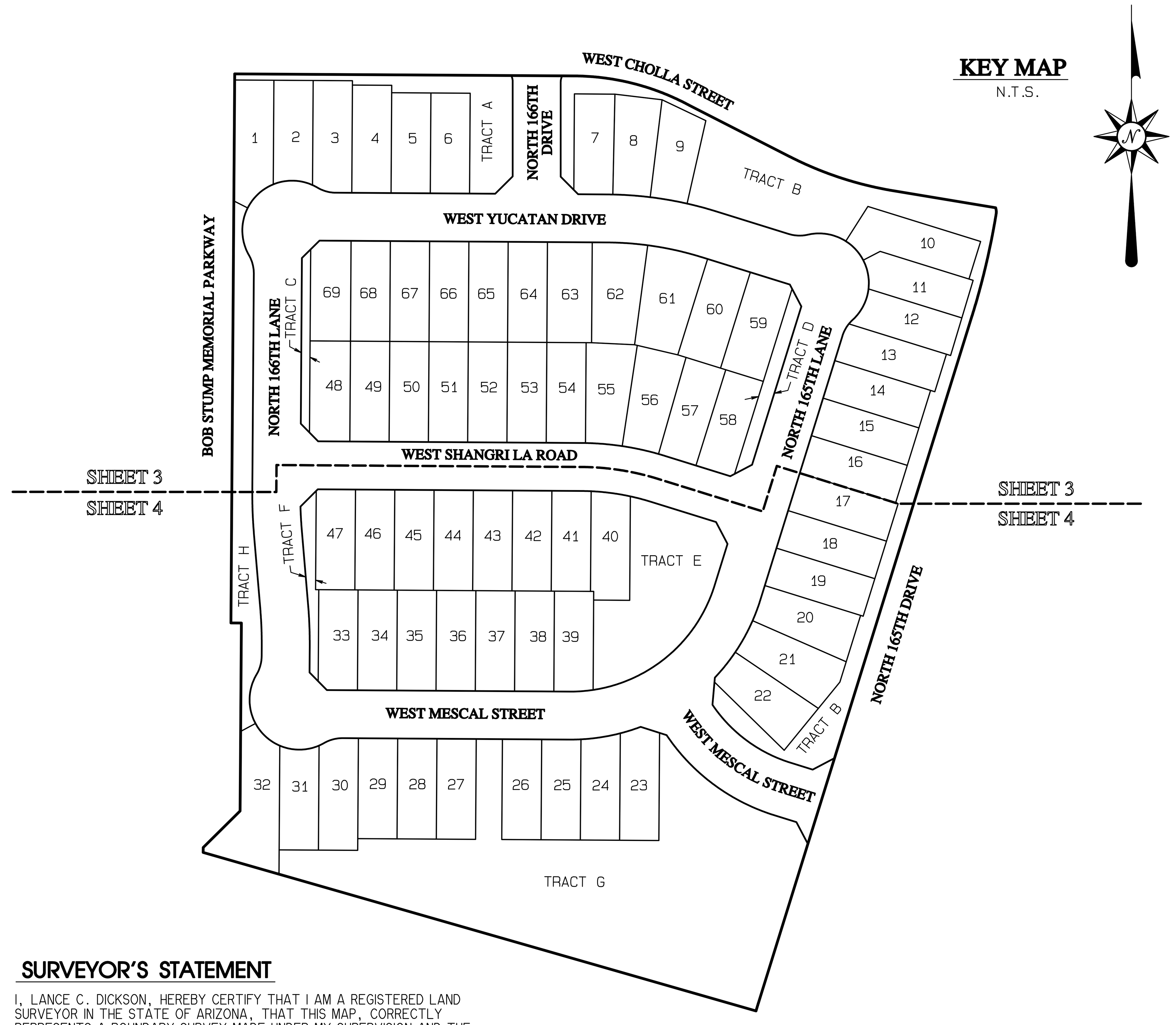
ON THIS_____DAY OF_____________, 2014 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED GREG ABRAMS, WHO ACKNOWLEDGED HIMSELF TO BE THE VICE PRESIDENT OF TAYLOR MORRISON/ARIZONA, AN ARIZONA CORPORATION AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING PLAT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL

____
NOTARY PUBLIC
MY COMMISSION EXPIRES___________

KEY MAP
N.T.S.



SURVEYOR'S STATEMENT

I, LANCE C. DICKSON, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION AND THE SURVEY IS TRUE AND COMPLETE AS SHOWN, MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS, ALL MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN, THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DRAFT
REGISTERED LAND SURVEYOR CERTIFICATE NO. 46643 LANCE C. DICKSON Date Signed ARIZONA, U.S.A.

BY:
LANCE C. DICKSON, R.L.S. #46643
ARIZONA SURVEYING AND MAPPING
2411 W. NORTHERN, SUITE 110
PHOENIX, ARIZONA 85021
(602) 246-9919

EXPIRES 6/30/2016

I, JOHN N. ROGERS, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, DO HEREBY DECLARE THAT THE INTERNAL LOT AND TRACT LINES, EASEMENTS, RIGHTS-OF-WAY, AND OTHER CALCULATIONS OTHER THAN PROPERTY BOUNDARY, WERE PROPERLY PREPARED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE PLATTING RULES AND REGULATIONS OF THE STATE OF ARIZONA.

DRAFT
REGISTERED LAND SURVEYOR CERTIFICATE NO. 54332 JOHN N. ROGERS Date Signed ARIZONA, U.S.A.

BY:
JOHN N. ROGERS, R.L.S. #54332
GOODWIN AND MARSHALL, INC.
6909 W. RAY ROAD #15
CHANDLER, ARIZONA 85226
(602) 218-7285

EXPIRES 3/31/2016

NOTE:
A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATE" IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A GUARANTEE, EXPRESS OR IMPLIED.

CERTIVICATE OF ASSURED WATER SUPPLY

REPLAT OF "THE RETREAT AT SYCAMORE FARMS PARCEL 12, PHASE 2" IS WITHIN THE SERVICE AREA OF EPCOR WATER ARIZONA, INC. AND HAS BEEN GRANTED A CERTIFICATE OF ASSURED WATER SUPPLY FROM THE ARIZONA DEPARTMENT OF WATER RESOURCES.

_______________ _______________
EPCOR WATER ARIZONA, INC. DATE

APPROVALS

DATA ON THIS PLAT REVIEWED AND APPROVED THIS DAY______OF_____________, 2014, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED BY:_______________ DATE:_______________
CITY ENGINEER

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA, THIS DAY______OF_____________, 2014.

APPROVED BY:_______________ DATE:_______________
MAYOR

ATTESTED BY:_______________ DATE:_______________
CLERK

PUBLIC NOTICE

THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT. ALL STRUCTURES WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE SOUND ATTENUATION STANDARDS ADOPTED BY THE CITY OF SURPRISE. A MAP DEPICTING THE MOST CURRENT ADOPTED MAG NOISE CONTOURS IN RELATION TO THIS PLAT SHALL BE DISPLAYED IN ALL SALES OFFICES. ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT.

RELEASE OF LIABILITY

TAYLOR MORRISON/ARIZONA, INC. ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE USAF AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE USAF AND THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED OR MAY HAVE BEEN CAUSED BY THE OPERATION OF AIRCRAFT LAND AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

OWNER HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE IN CONNECTION WITH THE USE OF THE SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY.

NOTES

1. NO STRUCTURE OF ANY KIND MAY BE CONSTRUCTED OR ANY VEGETATION BE PLANTED NOR BE ALLOWED TO GROW WITHIN THE DRAINAGE EASEMENT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH THE EASEMENT.

2. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER, OR PLACED WITHIN THE SEWER AND WATER EASEMENT EXCEPT WOOK, WIRE, OR REMOVABLE SECTION TYPE FENCING AND/OR PAVING NOR ANY PLANTING EXCEPT GRASS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS, SHRUBS, AND GROUND COVER THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.

3. CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING.

4. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.

5. STRUCTURES AND LANDSCAPING AT ALL INTERSECTIONS OF STREET RIGHTS-OF-WAY WILL BE MAINTAINED AT A MAXIMUM OF 3.5' IN HEIGHT ABOVE PAVEMENT IN TRIANGLE MEASURED ALONG THE RIGHT-OF-WAY LINES PER CITY OF SURPRISE STANDARD DETAIL 4-02.

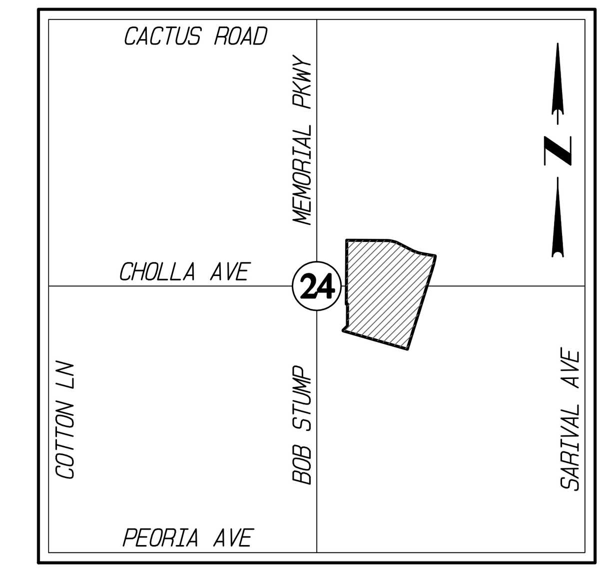
6. SPRINKLERS ARE REQUIRED IN ALL ONE AND TWO FAMILY DWELLINGS BUILT IN AREAS WHICH DO NOT HAVE AN ADEQUATE WATER SUPPLY.

7. THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.

8. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1660L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

9. IN ACCORDANCE WITH A.R.S. SS 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.

10. PURSUANT TO A.R.S. SS 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.



VICINITY MAP
N.T.S

BASIS OF BEARINGS

SOUTH 17°16'12" WEST ALONG THE MONUMENT LINE OF 165TH DRIVE AS MEASURED BETWEEN MONUMENTS NUMBERED 8 AND 6 SHOWN HEREON AND DESCRIBED UNDER MONUMENT NOTES. ALSO SHOWN ON THE MAP OF DEDICATION FOR THE RETREAT AT SYCAMORE FARMS-PHASE 2 RECORDED IN BOOK 860 OF MAPS, PAGE 35, MCR.

SHEET INDEX

SHEET 1	COVER
SHEET 2	LOT SUMMARY TABLE, TRACT SUMMARY TABLE, CURVE AND LINE TABLES, LEGAL DESCRIPTION, AND DETAILS
SHEETS 3-4	TYPICAL PLAT PLAN SHEETS

OWNER / DEVELOPER:

taylor morrison®
Homes Inspired By You
9000 EAST PIMA CENTER, STE. 350, SCOTTSDALE, ARIZONA (480) 346-1723

PREPARED BY:
GOODWIN & MARSHALL, INC.
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
6909 West Ray Road, Suite 15
Chandler, Arizona 85226
(602) 218-7285

SURVEYED BY:
ASM
Arizona Surveying & Mapping
2411 W. Northern, Suite 110
Phoenix, Arizona 85021
(602) 246 - 9919

FINAL PLAT OF "THE RETREAT AT SYCAMORE FARMS PARCEL 12, PHASE 2"

W:\10569A – Sycamore Farms\COGO\SF-PHASE 2 FPLAT\SF FPLAT.pro Plotted: Tue Jun 10 10:19:19 2014

FINAL PLAT
"THE RETREAT AT SYCAMORE FARMS PARCEL 12, PHASE 2"
SURPRISE, ARIZONA

A RE-PLAT OF THE MAP OF DEDICATION OF THE RETREAT AT SYCAMORE FARMS – PHASE 2 RECORDED IN BOOK 860 OF MAPS, PAGE 35, MCR, SITUATED IN A PORTION OF THE EAST HALF OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land, situated in a portion of the East half of Section 24, Township 3 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found Maricopa County Department of Transportation brass cap in handhole for the North Quarter corner of said Section 24, from which a found Arizona Department of Transportation brass cap in handhole for the South Quarter corner of said Section 24 bears South 00 deg. 21 min. 43 sec. West – 5278.69 feet;

THENCE South 00 deg. 21 min. 43 sec. West along the North – South mid-section line of said Section 24, a distance of 2187.87 feet;

THENCE South 89 deg. 39 min. 13 sec. East departing said mid-section line, a distance of 201.19 feet to the East right-of-way line of Bob Stump Memorial Parkway recorded in Document No. 2012-0499660, MCR, and in the North line of the Map of Dedication of the Retreat at Sycamore Farms – Phase 2 recorded in Book 860 of maps, Page 35, MCR, said point being the TRUE POINT OF BEGINNING;

THENCE in an easterly direction departing said East right-of-way line and continue along the North line of said Sycamore Farms – Phase 2 the following five (5) courses;

South 89 deg. 39 min. 13 sec. East, a distance of 388.72 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 281.09 feet, a central angle of 28 deg. 00 min. 10 sec., and being subtended by a chord which bears South 75 deg. 44 min. 13 sec. East – 136.02 feet;

Continue in a southeasterly direction along said curve to the right, a distance of 137.38 feet;

South 62 deg. 56 min. 18 sec. East non-tangent to said curve, a distance of 129.60 feet to a Point of Curvature of a circular curve to the left, having a radius of 408.00 feet, a central angle of 17 deg. 37 min. 11 sec., and being subtended by a chord which bears South 71 deg. 44 min. 53 sec. East – 124.98 feet;

Continue in a southeasterly direction along said curve to the left, a distance of 125.47 feet;

South 80 deg. 33 min. 29 sec. East tangent to said curve, a distance of 118.87 feet to the West right-of-way line of North 165th Drive as shown on said Map of Dedication of the Retreat at Sycamore Farms – Phase 2, said point being a Point of Curvature of a non-tangent circular curve to the right, having a radius of 15.00 feet, a central angle of 27 deg. 43 min. 35 sec., and being subtended by a chord which bears South 04 deg. 30 min. 46 sec. East – 7.19 feet;

THENCE in a southerly direction departing said North line and continuing along said West right-of-way line the following four (4) courses;

Continue in a southerly direction along said curve to the right, a distance of 7.26 feet to a Point of Curvature of a compound circular curve to the right, having a radius of 870.00 feet, a central angle of 7 deg. 55 min. 11 sec., and being subtended by a chord which bears South 13 deg. 18 min. 37 sec. West – 120.16 feet;

Continue in a southerly direction along said curve to the right, a distance of 120.25 feet;

South 17 deg. 16 min. 12 sec. West tangent to said curve and being 35.00 feet West of and parallel to the centerline of said North 165th Drive, said centerline being monumented by a found City of Surprise brass cap flush (Basis of Bearings), a distance of 824.40 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 430.00 feet, a central angle of 1 deg. 16 min. 04 sec., and being subtended by a chord which bears South 16 deg. 38 min. 18 sec. West – 9.52 feet;

Continue in a southerly direction along said curve to the left, a distance of 9.52 feet to the South line of said Sycamore Farms – Phase 2;

THENCE North 73 deg. 59 min. 52 sec. West departing said West right-of-way line and continuing along said South line, a distance of 659.00 feet to the East right-of-way line of said Bob Stump Memorial Parkway;

THENCE in a northerly direction departing said South line and continuing along the East right-of-way line of said Bob Stump Memorial Parkway the following five (5) courses;

North 00 deg. 23 min. 43 sec. East, a distance of 5.63 feet;

North 45 deg. 18 min. 37 sec. East, a distance of 59.44 feet;

North 00 deg. 23 min. 43 sec. East, a distance of 215.49 feet;

North 89 deg. 41 min. 48 sec. West, a distance of 12.00 feet;

North 00 deg. 23 min. 43 sec. East, a distance of 629.28 feet to the POINT OF BEGINNING, containing 723,944 square feet or 16.619 acres of land.

LOT SUMMARY TABLE

LOT	(SQ. FT.)
1	6046
2	5243
3	5702
4	5557
5	5175
6	5175
7	5227
8	5512
9	5036
10	6648
11	5325
12	5136
13	5385
14	5175
15	5175
16	5175
17	5310
18	5310
19	5310
20	5670
21	6128
22	5877
23	5687
24	5319
25	5177
26	5175
27	5175
28	5175
29	5175
30	5701
31	5243
32	8341
33	5125
34	5175
35	5175

LOT SUMMARY TABLE

LOT	(SQ. FT.)
36	5175
37	5175
38	5175
39	5156
40	5478
41	5174
42	5175
43	5175
44	5175
45	5175
46	5175
47	5173
48	5273
49	5175
50	5175
51	5175
52	5175
53	5175
54	5175
55	5839
56	5784
57	5326
58	5168
59	5890
60	5898
61	7021
62	6532
63	5898
64	5175
65	5175
66	5175
67	5175
68	5175
69	5266
TOTAL	375,140

TRACT SUMMARY TABLE

TRACT	AREA (SQ. FT.)	USAGE	MAINTENANCE RESPONSIBILITY
A	9778	L.S., O.S.	H.O.A.
B	40473	D.E., L.S., O.S.	H.O.A.
C	2000	L.S., O.S.	H.O.A.
D	3327	L.S., O.S.	H.O.A.
E	19970	AMENITY, L.S., O.S.	H.O.A.
F	2605	L.S., O.S.	H.O.A.
G	83527	D.E., F.A., L.S., O.S.	H.O.A.
H	13444	D.E., L.S., O.S.	H.O.A.
175,124 TOTAL AREA OF TRACTS (SQ. FT.)			

LAND USAGE LEGEND

D.E. DRAINAGE EASEMENT
F.A. FIRE ACCESS
L.S. LANDSCAPE
O.S. OPEN SPACE

MAINTENANCE LEGEND

H.O.A. THE RETREAT AT SYCAMORE FARMS, PARCEL 12, PHASE 2 HOME OWNERS ASSOCIATION

LEGEND

◉	FOUND MONUMENT AS NOTED
●	SET CORNER OF THIS PLAT PER MAG. STD. DTL. 120-1 TYPE "C"
⊚	SET BRASS CAP FLUSH PER MAG. STD. DTL. 120-1 TYPE "B"
○	CALCULATED POINT, NOTHING FOUND AND NOTHING SET
(M)	MEASURED
(R)	RECORD
W.E.	WATER EASEMENT
W.S.E.	WATER & SEWER EASEMENT
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
R/W	RIGHT-OF-WAY
MCR	MARICOPA COUNTY RECORDS
BK.	BOOK
PG.	PAGE
———	PLAT BOUNDARY LINE
———	RIGHT-OF-WAY LINE
— — —	EASEMENT LINE
········	SECTION LINE
— - —	CENTER LINE
- - - -	MATCH LINE

RECORD DOCUMENT:

(R1) PLSS SUBDIVISION MAP OF TOWNSHIP 3 NORTH, RANGE 2 WEST, RECORDED IN BOOK 661 OF MAPS, PAGE 18, MCR

(R2) MAP OF DEDICATION – THE RETREAT AT SYCAMORE FARMS-PHASE 2 BOOK 860 OF MAPS, PAGE 35, MCR

DEVELOPMENT STANDARDS

ZONING DESIGNATION	PAD/MDR
MINIMUM LOT AREA	2,600 SQ. FT.
MINIMUM LOT WIDTH	30 FT.
MAXIMUM HEIGHT	36 FT.
MAXIMUM COVERAGE	PER SETBACKS
SETBACKS	
FRONT (SIDE ENTRY OR FORWARD LIVING AREA) *	12 FT.
FRONT (FRONT ENTRY GARAGE) *	20 FT.
MINIMUM SIDE YARD **	3 FT.
MINIMUM SIDE YARD (STREET)	10 FT.
REAR YARD ***	10 FT.
DISTANCE BETWEEN BUILDINGS	6 FT.

CURVE TABLE

CURVE	RADIUS	ARC	DELTA	CHORD BEARING	CHORD
C1	281.09'	137.38'	28°00'10"	S75°44'13"E	136.02'
C2	408.00'	125.47'	17°37'11"	S71°44'53"E	124.98'
C3	15.00'	7.26'	27°43'35"	S04°30'46"E	7.19'
C4	870.00'	120.25'	7°55'11"	S13°18'37"W	120.16'
C5	430.00'	9.52'	1°16'04"	S16°38'18"W	9.52'
C6	15.00'	7.19'	27°28'18"	N13°44'09"W	7.12'
C7	15.00'	7.37'	28°09'35"	N14°04'48"E	7.30'
C8	427.50'	126.16'	16°54'29"	N81°11'03"W	125.70'
C9	400.00'	118.04'	16°54'29"	N81°11'03"W	117.61'
C10	372.50'	109.93'	16°54'29"	N81°11'03"W	109.53'
C11	42.00'	22.19'	30°16'22"	S87°51'59"E	21.93'
C12	57.00'	149.77'	150°32'43"	N27°43'48"W	110.25'
C13	42.00'	22.19'	30°16'22"	N32°24'23"E	21.93'
C14	327.50'	96.65'	16°54'29"	N81°11'03"W	96.30'
C15	300.00'	88.53'	16°54'29"	N81°11'03"W	88.21'
C16	272.50'	80.42'	16°54'29"	N81°11'03"W	80.12'
C17	172.50'	220.06'	73°05'31"	N53°48'57"E	205.44'
C18	200.00'	255.14'	73°05'31"	N53°48'57"E	238.19'
C19	227.50'	83.34'	20°59'21"	N79°52'03"E	82.87'
C20	227.50'	103.98'	26°11'17"	N30°21'51"E	103.08'
C21	168.50'	113.59'	38°37'33"	N53°25'02"W	111.46'
C22	200.00'	136.65'	39°08'46"	N53°09'25"W	134.00'
C23	231.50'	156.62'	38°45'46"	N53°20'55"W	153.65'
C24	42.00'	22.19'	30°16'22"	N75°13'32"E	21.93'
C25	57.00'	149.80'	150°34'43"	N44°37'17"W	110.26'
C26	42.00'	22.19'	30°16'22"	N15°31'54"E	21.93'
C27	472.50'	43.06'	5°13'16"	N02°12'55"W	43.04'
C28	500.00'	45.56'	5°13'16"	N02°12'55"W	45.55'
C29	527.50'	48.07'	5°13'16"	N02°12'55"W	48.05'
C30	527.50'	48.07'	5°13'16"	N02°12'55"W	48.05'
C31	500.00'	45.56'	5°13'16"	N02°12'55"W	45.55'
C32	472.50'	26.45'	3°12'26"	N03°13'20"W	26.45'
C33	42.00'	22.19'	30°16'22"	N14°44'27"W	21.93'
C34	57.00'	149.73'	150°30'43"	N45°22'43"E	110.25'
C35	42.00'	22.19'	30°16'22"	N74°30'06"W	21.93'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N00°23'43"E	5.63'
L2	N89°41'48"W	12.00'
L3	N61°45'57"E	19.33'
L4	N63°08'30"W	17.84'
L5	N45°10'51"E	28.19'
L6	N44°49'08"W	28.37'
L7	N89°38'17"W	33.37'
L8	N27°43'48"W	28.28'
L9	N62°16'12"E	28.28'
L10	N27°43'48"W	28.28'
L11	N17°16'12"E	50.25'
L12	N05°04'28"E	31.23'
L13	N72°13'59"W	31.25'
L14	N72°43'48"W	26.57'
L15	N62°16'12"E	28.28'
L16	N27°43'48"W	28.28'
L17	N72°43'48"W	26.57'
L18	N44°37'17"W	28.28'
L19	N00°23'43"E	11.29'
L20	N00°23'43"E	29.69'
L21	N44°57'38"E	28.09'
L22	N44°37'17"W	28.28'
L23	N45°22'43"E	28.29'

LAND USE TABLE

GROSS ACREAGE (TO BOUNDARY LINE)	16.619 ACRES
AREA OF PUBLIC STREETS	4.015 ACRES
NET ACREAGE	12.604 ACRES
AREA OF TRACTS	4.020 ACRES
TOTAL NUMBER OF LOTS	69 LOTS
OVERALL DENSITY	4.15 DU/ "GROSS" ACRE
AVERAGE AREA PER LOT	5,437 SQUARE FEET
PERCENTAGE OF OPEN SPACE	24.2%

MONUMENT NOTES

1 FOUND BRASS CAP IN HANDHOLE "CITY OF SURPRISE", NORTHEAST CORNER SECTION 24, T3N, R2W

2 FOUND BRASS CAP IN HANDHOLE, "CITY OF SURPRISE", EAST QUARTER CORNER SECTION 24, T3N, R2W

3 FOUND BRASS CAP FLUSH, "MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION", SOUTHEAST CORNER SECTION 24, T3N, R2W

4 FOUND BRASS CAP IN HANDHOLE, "ARIZONA DEPARTMENT OF TRANSPORTATION", SOUTH QUARTER CORNER SECTION 24, T3N, R2W

5 CALCULATED CENTER OF SECTION 24, T3N, R2W (NOTHING FOUND OR SET)

6 FOUND BRASS CAP IN HANDHOLE, "MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION", NORTH QUARTER CORNER SECTION 24, T3N, R2W

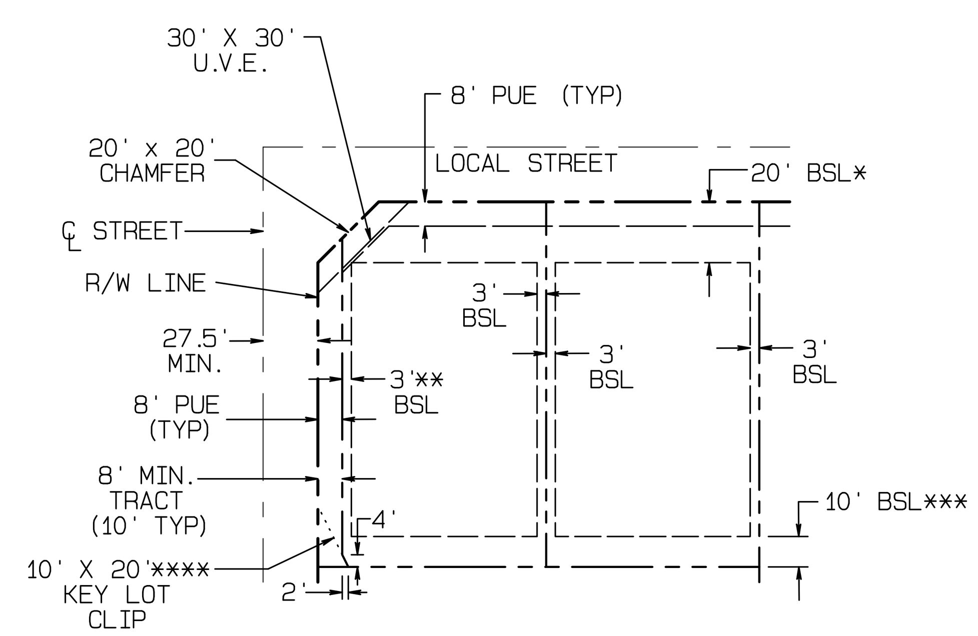
8 FOUND BRASS CAP FLUSH, "CITY OF SURPRISE"

9 FOUND REBAR WITH CAP RLS #15573

10 FOUND PK-NAIL WITH SHINER RLS #15573

11 FOUND IRON BAR NO TAG, ACCEPTED

12 FOUND 1/2-INCH REBAR WITH RED CAP RLS #13222, ACCEPTED



TYPICAL LOT DETAIL

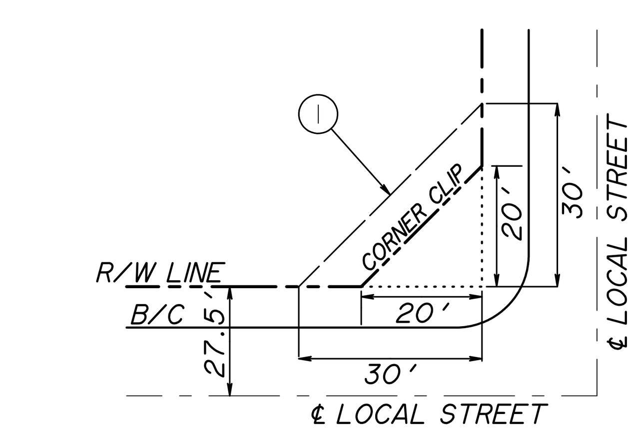
N.T.S.

* 12' FOR LIVING AREA OR SIDE LOAD GARAGE - 20' FOR GRONT LOAD GARAGE. IN NO CASE SHALL THE FACE OF THE GARAGE BE LESS THAN 20' FROM BACK OF SIDEWALK.

** SETBACK INCLUDES ADJACENT COMMON AREA LANDSCAPE TRACT, BUT IN NO CASE SHALL BE LESS THAN 5 FEET FROM PROPERTY LINE.

*** 10' FOR LIVING AND 5' FOR UNENCLOSED PATIO COVER. FIREPLACES, BAY WINDOWS, OR ENTERTAINMENT POP-OUTS MAY ENCROACH 3' INTO THE REAR SETBACK.

**** KEY LOT CLIPS ARE NOT REQUIRED WITH (10' TYPICAL) SIDE TRACT



NOTE:
DETAIL PERTAINS TO ALL LOCAL UNCONTROLLED INTERSECTIONS.

1 = 30' X 30' UNOBSTRUCTED VIEW EASEMENT

TYPICAL U.V.E. DETAIL FOR LOCAL STREETS

N.T.S.

DRAFT — REGISTERED LAND SURVEYOR 54332 JOHN N. ROGERS, ARIZONA, U.S.A. — EXPIRES 3/31/2016

DRAFT — REGISTERED LAND SURVEYOR 46643 LANCE C. DICKSON, ARIZONA, U.S.A. — EXPIRES 6/30/2016

PREPARED BY:
GOODWIN & MARSHALL Inc.
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
6909 West Ray Road, Suite 15
Chandler, Arizona 85226
(602) 218-7285

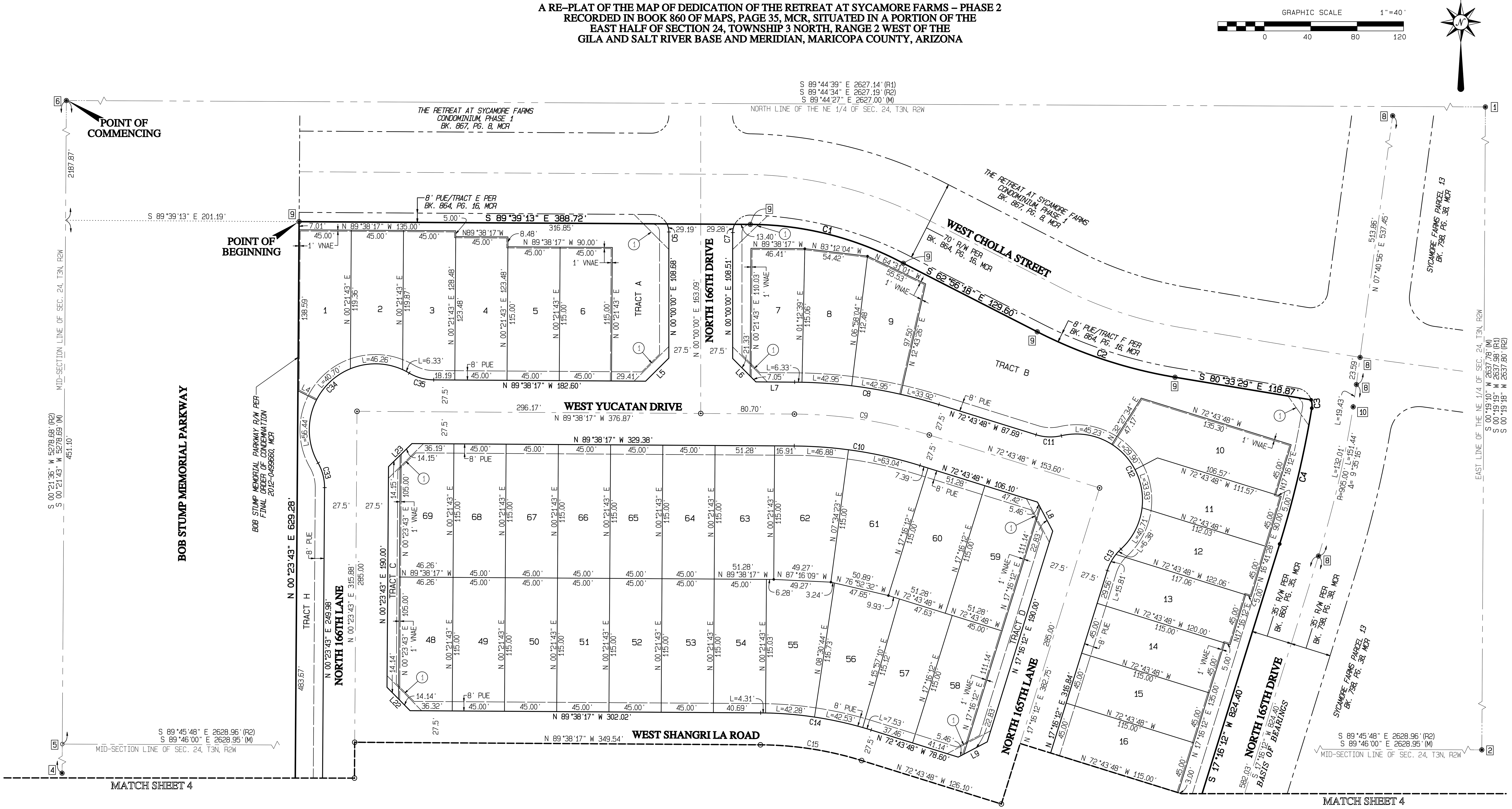
SURVEYED BY:
ASM Arizona Surveying & Mapping
2411 W. Northern, Suite 110
Phoenix, Arizona 85021
(602) 246 - 9919

FINAL PLAT

"THE RETREAT AT SYCAMORE FARMS PARCEL 12, PHASE 2"

SURPRISE, ARIZONA

A RE-PLAT OF THE MAP OF DEDICATION OF THE RETREAT AT SYCAMORE FARMS – PHASE 2
RECORDED IN BOOK 860 OF MAPS, PAGE 35, MCR, SITUATED IN A PORTION OF THE
EAST HALF OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE
GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



① = 30' X 30' UNOBSTRUCTED VIEW EASEMENT
SEE SHEET TWO FOR DETAIL

DRAFT
REGISTERED LAND SURVEYOR 54332 JOHN N. ROGERS ARIZONA, U.S.A.
EXPIRES 3/31/2016

DRAFT
REGISTERED LAND SURVEYOR 46643 LANCE C. DICKSON ARIZONA, U.S.A.
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Phoenix, Arizona 85021
(602) 246 - 9919

W:\10569A – Sycamore Farms\COGO\SF-PHASE 2 FPLAT\SF FPLAT.pro Plotted: Tue Jun 10 10:21:01 2014

FINAL PLAT
"THE RETREAT AT SYCAMORE FARMS PARCEL 12, PHASE 2"
SURPRISE, ARIZONA

A RE-PLAT OF THE MAP OF DEDICATION OF THE RETREAT AT SYCAMORE FARMS – PHASE 2
RECORDED IN BOOK 860 OF MAPS, PAGE 35, MCR, SITUATED IN A PORTION OF THE
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GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

(1) = 30' X 30' UNOBSTRUCTED VIEW EASEMENT
SEE SHEET TWO FOR DETAIL

SHEET 4 OF 4

DRAFT
REGISTERED LAND SURVEYOR
CERTIFICATE NO. 54332
JOHN N. ROGERS
Date Signed
ARIZONA, U.S.A.
EXPIRES 3/31/2016

DRAFT
REGISTERED LAND SURVEYOR
CERTIFICATE NO. 46643
LANCE C. DICKSON
Date Signed
ARIZONA, U.S.A.
EXPIRES 6/30/2016

PREPARED BY:

GOODWIN AND MARSHALL INC.
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
6909 West Ray Road, Suite 15
Chandler, Arizona 85226
(602) 218-7285

SURVEYED BY:

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Arizona Surveying & Mapping
2411 W. Northern, Suite 110
Phoenix, Arizona 85021
(602) 246 - 9919

FINAL PLAT OF "THE RETREAT AT SYCAMORE FARMS PARCEL 12, PHASE 2"

W:\10569A – Sycamore Farms\COGO\SF-PHASE 2 FPLAT\SF FPLAT.pro Plotted: Tue Jun 10 10:21:35 2014

VICINITY MAP – FS13-486

CITY OF SURPRISE
Regular City Council Meeting

August 5, 2014 @ 6:00:00 PM

Back Print

Council Meeting Date:	August 5, 2014	Contact Person:	Chris Boyd, Community Development
Submitting Department:	CD	District:	Internal
Staff Recommendations:	No Action		

Consent	Regular	Public Hearing	Report/Discussion

Agenda Wording:

Presentation and discussion pertaining to the Summer Youth Employment Program.

Motion:

Discussion only.

Background:

The Summer Youth Employment Program had a total of 20 participants that were selected through an application, interview, and eligibility process. They were Surprise residents that are full-time students between the ages of 15-19. The program ran from May 27- July 31, 2014.

Financial Impact Statement:

N/A

ATTACHMENTS:

Click to download

Memo

External Attachment Links:

Meeting Requirements:

Powerpoint	x	Video	White Board	Other	x

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

Christina Ramirea, Neighborhood Services Supervisor

COMMUNITY DEVELOPMENT

Date: August 5, 2014

To: Mayor and City Council

From: Chris Boyd, Interim Community Development Director
Christina Ramirez, Neighborhood Services Supervisor

Re: Summer Youth Employment Program Presentation and Awards

Introduction

The City of Surprise received a program budget of $57,889 from the Surprise City Council to implement the Summer Youth Employment Program. This budget includes a grant from the Tohono O'odham Nation for $31,000 and CDBG funding of $26,889. This is a program designed to give qualified youths the opportunity to gain employment experience while also receiving weekly life skill training.

Background

The Summer Youth Employment Program had a total of 20 participants that were selected through an application, interview, and eligibility process. They were Surprise residents that are full-time students between the ages of 15-19. The program ran from May 27- August 1, 2014. Participants were placed in positions throughout the city or a city partner organization. They received weekly training on topics such as personal finance, resume writing, proper social media use, scholarship searches, and interviewing skills.

The program was coordinated by the Neighborhood Services Division, and assisted with placement and/or participant management by Fire, Court, Finance, Community Development, Community and Recreation Services, Public Works, City Manager's office, and Arizona Charter Academy.

Past Considerations

This is the third year the Summer Youth Employment Program has been in existence.

Updated Plans

The Neighborhood Services Division wanted to take the opportunity to recognize the participants as well as the participating partners for their work in making the third year a success.

Recommendations

Discussion only

CITY OF SURPRISE
Regular City Council Meeting

August 5, 2014 @ 6:00:00 PM

Back Print

Council Meeting Date:	August 5, 2014	Contact Person:	Bob Wingenroth, City Manager
Submitting Department:	CD	District:	Citywide
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	Report/Discussion

Agenda Wording:

Consideration and action pertaining to an agreement with the Greater Phoenix Economic Council for marketing services in the amount of $53,480; Resolution 2014-72.

Motion:

I move to approve Resolution 2014-72.

Background:

GPEC's mission is to utilize public and private resources to generate high quality investment and jobs by attracting globally competitive firms to Greater Phoenix. GPEC markets the metropolitan Phoenix area nationally and internationally as a business location. Leads generated from GPEC's activities are distributed to its members.

Financial Impact Statement:

Total paid by the City of Surprise will be $53,480. This item was approved in the FY2015 City Manager's operational budget (21111-121-213-2999-38924-29999)

ATTACHMENTS:

Click to download

- Staff Report
- Resolution and Agreement with Exhibits

External Attachment Links:

Meeting Requirements:

Powerpoint	x	Video		White Board		Other	x

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

Mike Hoover, Economic Development Supervisor

ECONOMIC DEVELOPMENT DEPARTMENT

Date: August 5, 2014

To: Mayor and City Council

From: Bob Wingenroth, City Manager
Mike Hoover, Economic Development Supervisor

Re: GPEC Annual Agreement for Marketing Services

Introduction

Attached is a copy of the GPEC annual agreement for marketing services.

Background

GPEC's mission is to utilize public and private resources to generate high quality investment and jobs by attracting globally competitive firms to Greater Phoenix.

GPEC markets the metropolitan Phoenix area nationally and internationally as a business location. Leads generated from GPEC's activities are distributed to its members.

The Surprise 2013-2014 contract fee was $46,581. The 2014-2015 contract fee of $53,480 is based on approximately $.4397 per capita, from the 2013 Office of Employment and Population Statistics, Arizona Department of Administration population estimate, which listed the City of Surprise as having a population of 121,629.

GPEC membership offers the following benefits to the City of Surprise:

- The opportunity to respond to business site selection inquiries
- Name recognition nationally and internationally for Greater Phoenix and Surprise
- Marketing resources valued in excess of Surprise's economic development budget
- Access to regional decision-makers on economic development issues
- Access to GPEC research team for ad hoc assistance

Staff Comments

The GPEC membership provides enhanced service to prospects. The GPEC staff has knowledge of Surprise assets, offer research capabilities, and coordinate well with the Surprise Economic Development team during company recruitment opportunities. GPEC assisted with successful corporate location decisions (Southwest Products, Park Skyway and Cobalt Medical) in FY2013 and FY2014.

Recommendation

Approval of Resolution 2014-72.

Attachments

GPEC contract, Exhibits A-F

RESOLUTION # 2014-72

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING AN AGREEMENT BETWEEN THE CITY OF SURPRISE AND THE GREATER PHOENIX ECONOMIC COUNCIL.

WHEREAS, the Greater Phoenix Economic Council's mission is to utilize public and private resources to generate high quality investment and jobs by attracting globally competitive firms to Greater Phoenix, and GPEC markets the metropolitan Phoenix area nationally and internationally as a business location, and leads generated from GPEC's activities are distributed to its members; and

WHEREAS, the 2014-2015 contract fee of $53,480 is based on approximately $.44 per capita, from the 2013 Office of Employment and Population Statistics, Arizona Department of Administration population estimate, which listed the City of Surprise as having a population of 121,629.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. The Agreement with the Greater Phoenix Economic Council is hereby approved in the form attached as Exhibit "A."

Section 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of the Agreement and this Resolution.

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 #2014-72
RFLS #4151
01/14-UN5482Fr6

AGREEMENT BETWEEN THE GREATER PHOENIX ECONOMIC COUNCIL AND THE CITY OF SURPRISE

The City Council of the CITY OF SURPRISE, a municipal corporation (the "City"), has approved participation in and support of the regional economic development program of the GREATER PHOENIX ECONOMIC COUNCIL ("GPEC"), an Arizona non-profit corporation. The purpose of this agreement ("Agreement") is to set forth the regional economic development program that GPEC agrees to undertake, the support that the City agrees to provide, the respective roles of GPEC and the City and the payments of the City to GPEC for the fiscal year July 1, 2014 - June 30, 2015.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and GPEC agree as follows:

I. RESPONSIBILITIES OF GPEC

A. **MISSION:** GPEC works to attract quality businesses to the Greater Phoenix Region from around the world, and advocate and champion foundational effects to improve the region's competitiveness.

B. **GOALS**: GPEC is guided by and strategically focused on two specific long-range goals:

1. Marketing the region to generate qualified business/industry prospects in targeted economic clusters.

2. Leveraging public and private allies and resources to locate qualified prospects, improve overall competitiveness, and sustain organizational vitality.

C. **RETENTION AND EXPANSION POLICY:**

1. GPEC's primary role is developing the Greater Phoenix region's market intelligence strategy for high wage, base industry clusters in coordination with representatives of GPEC member communities.

2. Retention and expansion of existing businesses within GPEC member communities is primarily a local issue.

3. GPEC will support its member communities' efforts to retain and expand existing businesses through coordinating regional support and providing research on key retention and expansion projects.

4. GPEC will advise its member communities when an existing company contacts GPEC regarding a retention or expansion issue, subject to any legal or contractual non-disclosure obligations.

D. **ACTION PLAN AND BUDGET:** In accordance with the Mission, Goals and Retention Policy set forth above and subject to the availability of adequate funding, GPEC will implement the Action Plan and Budget adopted by GPEC's Board of Directors, a copy of which has been delivered to the City, receipt of which is hereby acknowledged. A summary of the Action Plan is attached hereto as **Exhibit A** ("GPEC Action Plan"). GPEC will inform the City of any changes in the adopted Action Plan which materially affect or alter the priorities established therein. Such notification will be in writing and will be made prior to implementation of such changes. Notwithstanding the foregoing, the City acknowledges and agrees that GPEC may, in its reasonable judgment in accordance with its own practices and procedures, substitute, change, reschedule, cancel or defer certain events or activities described in the Action Plan as required as a result of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control. GPEC will solicit the input of the City on the formulation of future marketing strategies and advertisements. The Action Plan will be revised to reflect any agreed upon changes to the Action Plan.

E. **PERFORMANCE TARGETS:** Specific performance targets, established by GPEC's Executive Committee and Board of Directors, are attached hereto as **Exhibit B** ("GPEC Performance Measures") and will be used to evaluate and report progress on GPEC's implementation of the Action Plan. In the event of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control, GPEC may revise these performance targets with the City's prior written approval, or with the prior written approval of a majority of the designated members of GPEC's Economic Development Directors Team ("EDDT"). GPEC will provide monthly reports to the City discussing in detail its progress in implementing the Action Plan as well as reporting the numerical results for each performance measurement set forth in Exhibit B. GPEC will provide a copy of its annual external audit for the preceding fiscal year to the City no later than December 31, 2014. Monthly Activity reports, substantially in the form of **Exhibit D** ("Reporting Mechanism for Contract Fulfillment") attached hereto, are to be submitted to the address listed under paragraph IV.P.

In the event GPEC fails to meet any benchmark, GPEC will meet with the EDDT within 30 calendar days to provide an explanation of the relevant factors and circumstances, and to present a plan for improving performance in order to achieve the target(s) within the term of this Agreement. Failure to meet a performance target will not, by itself, constitute an event of default hereunder unless GPEC (i) fails to inform the City of such event, or (ii) fails to meet with EDDT to present a plan for improving its performance during the balance of the term of the Agreement. Such an event of default allows the City to terminate this Agreement pursuant to paragraph IV.J below.

II. RESPONSIBILITIES OF THE CITY

A. **STAFF SUPPORT OF GPEC EFFORTS:** The City will provide staff support to GPEC's economic development efforts as follows:

1. The City will respond to leads or prospects referred by GPEC in a professional manner within the time frame specified by the lead or prospect if, in the City's sole discretion, the City desires to compete. When available, the City agrees to provide its response in the format developed jointly by EDDT and GPEC;

2. The City will provide appropriate local hospitality, tours and briefings for prospects visiting sites in the City;

3. The City will provide an official economic development representative to represent the City on the EDDT, which advises GPEC’s President and CEO;

4. The City will cooperate in the implementation of GPEC/EDDT process improvement recommendations including the use of common presentation formats, exchange of information on prospects with GPEC's staff, the use of shared data systems, land and building data bases and private sector real estate industry interfaces;

5. The City will use its best efforts to respond to special requests by GPEC for particularized information about the City within three business days after the receipt of such request;

6. In order to enable GPEC to be more sensitive to the City's requirements, the City will, at its sole option, deliver to GPEC copies of any City approved economic development strategies, work plan, programs and evaluation criteria. GPEC may not disclose the same to the other participants in GPEC, their representatives, or any other third parties without the express written permission of the City Manager;

7. The City will utilize its best good faith efforts to cause an economic development professional representing the City to attend all marketing events and other functions to which the City has committed itself;

8. The City agrees to work with GPEC to improve the City’s competitiveness and market readiness to support the growth and expansion of the targeted industries as identified for the City in **Exhibit C** (“Targeted Industries”);

B. **RECOGNITION OF GPEC:** The City agrees to recognize GPEC as the City's officially designated regional economic development organization for marketing the Greater Phoenix Region.

III. ADDITIONAL AGREEMENTS OF THE PARTIES:

A. **PARTICIPATION IN MARKETING EVENTS AND PROVISION OF TECHNICAL ASSISTANCE:** Representative(s) of the City, at the City’s own expense, are entitled to participate in GPEC's marketing events. GPEC will provide no funding or otherwise share in any way the expense with the City’s expense related to participating in any GPEC marketing events. When requested and appropriate, GPEC will use its best efforts to provide technical assistance and support to City economic development staff for business location prospects identified and qualified by the City and assist the City with presentations to the prospect in the City or their corporate location.

B. **COMPENSATION**:

1. The City agrees to pay **$53,480.00** for services to be provided by GPEC pursuant to the Agreement during the fiscal year ending on June 30, 2015. This amount is based on approximately $.4397 per capita, using the 2013 Office of Employment and Population Statistics, Arizona Department of Administration, estimating the City’s population as **121,629**. The payment by the City may, upon the mutual and discretionary approval of the board of directors of GPEC and the City

Council, be increased or decreased during the term of this Agreement consistent with any changes in the per capita payments by other municipalities which support GPEC.

2. Funding of this Agreement is subject to the annual appropriations of funds for this activity by the City Council pursuant to the required budget process of the City;

3. Nothing herein precludes the City from contracting separately with GPEC for services to be provided in addition to those to be provided hereunder; and

4. GPEC will submit an invoice for payment due under this agreement pursuant to Paragraph III.B.1 on an annual basis within 30 days of City Council approval of Agreement.

C. COOPERATION:

1. The parties acknowledge that GPEC is a cooperative organization effort among GPEC and its member communities. Accordingly, the City and GPEC covenant and agree to work together in a productive and harmonious manner, and to cooperate in furthering GPEC's goals for the 2014-2015 fiscal year. The City and GPEC further covenant and agree to comply with the Regional Cooperation Protocol, attached hereto as **Exhibit F**, in all material respects.

2. The City agrees to work with GPEC, as necessary or appropriate, to revise the performance measures, and/or benchmarks, and/or goals for the FY 2015-2016 contract.

3. The City agrees to work with GPEC during the FY2014-2015 program year to develop a revised public sector funding plan, including a regional allocation formula for FY2015-2016, if determined to be necessary or appropriate.

IV. GENERAL PROVISIONS:

A. COVENANT AGAINST CONTINGENT FEES: GPEC warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For a breach or violation of this warranty, the City has the right to terminate this Agreement without liability or, in its discretion, to deduct the commission, brokerage or contingent fee from its payment to GPEC.

B. PAYMENT DEDUCTION OFFSET PROVISION: GPEC recognizes the provisions of the City Code of the City of Surprise which require and demand that no payment be made to any contractor as long as there is any outstanding obligation due to the City, and directs that any such obligation be offset against payment due to GPEC.

C. ASSIGNMENT PROHIBITED: No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement is void and no effect.

D. **INDEPENDENT CONTRACTOR; NO AGENCY:** Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between the City and GPEC. The parties acknowledge that the services provided under this Agreement are being provided as an independent contract, not as an employee or agent of the City. City has no right to control GPEC beyond the results of GPEC's services contemplated pursuant to this Agreement. GPEC has no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. GPEC has no authority, express or implied, under to this Agreement to bind City to any obligation whatsoever.

E. **INDEMNIFICATION AND HOLD HARMLESS:** GPEC agrees to indemnify, defend, hold, protect and save harmless the City and any and all of its Council members, officers and employees for, from and against any and all actions, suits, proceedings, claims and demands, loss, liens, costs, expense and liability of any kind and nature whatsoever, arising out of this Agreement for injury to or death of persons, or damage to property, including property owned by City, brought, made, filed against, imposed upon or sustained by the City, its officers, or employees in and arising from or attributable to or caused directly or indirectly by the negligence, wrongful acts, omissions or from operations conducted by GPEC, its directors, officers, agents or employees acting on behalf of GPEC and with GPEC’s knowledge and consent.

Any party entitled to indemnity must notify GPEC in writing of the existence of any claim, demand or other matter to which GPEC's indemnification obligations would apply, and must give to GPEC a reasonable opportunity to defend the same at its own expense and with counsel reasonably satisfactory to the indemnified party.

Nothing in this Subsection E may be deemed to provide indemnification to any indemnified party with respect to any liabilities arising from the fraud, negligence, omissions or willful misconduct of such indemnified party.

F. **INSURANCE:** GPEC must procure and maintain for the duration of this Agreement, at GPEC's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement by GPEC, its agents, representatives, employees or contractors, in accordance with the Insurance Requirements set forth in **Exhibit E** (“Insurance Requirements”), attached hereto. The City acknowledges that it has received and reviewed evidence of GPEC’s insurance coverage in effect as of the execution of this Agreement.

G. **GRATUITIES**. The City may, by written notice to GPEC, terminate the right of GPEC to proceed under this Agreement upon one (1) calendar day notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by GPEC, or any agent or representative of GPEC, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of such contract; provided that the existence of the facts upon which the City makes such findings may be reviewed by any competent court consistent with Subsection L. In the event of such termination, the City is entitled to pursue all legal and equitable remedies against GPEC available to the City.

H. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, GPEC agrees as follows:

1. GPEC will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age or disability. GPEC will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, gender, sexual orientation, national origin, age or disability. Such action will include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. GPEC agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. GPEC will, in all solicitations or advertisements for employees placed by or on behalf of GPEC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, sexual orientation, national origin, age or disability.

3. GPEC will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions do not apply to Agreements or subcontracts for standard commercial supplies or new materials.

4. Upon request by the City, GPEC will provide City with information and data concerning action taken and results obtained in regard to GPEC's Equal Employment Opportunity efforts performed during the term of this Agreement. Such reports will be accomplished upon forms furnished by the City or in such other format as the City may prescribe.

I. COMPLIANCE WITH FEDERAL AND STATE LAWS REQUIRED.

1. GPEC understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 and agrees to comply therewith in performing under any resultant agreement and to permit City inspection of its records to verify such compliance.

2. GPEC warrants to the City that, to the extent applicable under A.R.S. §41-4401, GPEC is in compliance with all federal immigration laws and regulations that relate to its employees and with the E-Verify Program under A.R.S. §23-214(A). GPEC acknowledges that a breach of this warranty by GPEC under this Agreement is a material breach of this Agreement subject to penalties up to and including termination of this Agreement. The City retains the legal right to inspect the papers of any employee of GPEC who works on this Agreement to ensure compliance with this warranty.

3. The City will not consider GPEC in material breach of the foregoing warranty if GPEC establishes that it has complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A).

J. **TERMINATION.** This Agreement will expire on June 30, 2015 unless otherwise extended by the Parties. Except as otherwise set forth in this Agreement, City has the right to terminate this Agreement if GPEC fails to duly perform, observe or comply with any covenant, condition or agreement on its part under this Agreement and such failure continues for a period of 30 days (or such shorter period as may be expressly provided herein) after the date on which written notice requiring the failure to be remedied is given to GPEC by the City; provided, however, that if such performance, observation or compliance requires work to be done, action to be taken or conditions to be remedied which, by their nature, cannot reasonably be accomplished within 30 days, no event of default will be deemed to have occurred or to exist if, and so long as, GPEC commences such action within that period and diligently and continuously prosecutes the same to completion within 90 days or such longer period as the City may approve in writing. The foregoing notwithstanding, in the event of circumstances which render GPEC incapable of providing the services required to be performed hereunder, including, but not limited to, insolvency or an award of monetary damages against GPEC in excess of its available insurance coverage and assets, the City may immediately and without further notice terminate this Agreement.

K. **RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS**. GPEC's performance hereunder must materially comply with all applicable federal, state and local health, environmental, and safety laws, regulations, standards, and ordinances in effect during the performance of this Agreement.

L. **INSTITUTION OF LEGAL ACTIONS**. Any legal actions instituted pursuant to this Agreement must be filed in the County of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona. In any legal action, the prevailing party in such action will be entitled to reimbursement by the other party for all costs and expenses of such action, including reasonable attorneys' fees as may be fixed by the Court.

M. **APPLICABLE LAW.** Any and all disputes arising under any Agreement to be awarded hereunder or out of the proposals herein called for, which cannot be administratively resolved, will be tried according to the laws of the State of Arizona, and GPEC agrees that the venue for any such action will be in the State of Arizona.

N. **CONTINUATION DURING DISPUTES.** GPEC agrees that, notwithstanding the existence of any dispute between the parties, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by an Arizona court of competent jurisdiction.

O. **CITY REVIEW OF GPEC RECORDS.** GPEC must keep all Agreement records separate and make them available for audit by City personnel upon request.

P. **NOTICES.** Any notice, consent or other communication required or permitted under this Agreement must be in writing and is deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to City: Bob Wingenroth
City Manager
City of Surprise

16000 N. Civic Center Plaza
Surprise, Arizona 85374
(623) 222-3300
FAX: (623) 222-3301

And to: Surprise City Attorney's Office
City of Surprise
16000 N. Civic Center Plaza
Surprise, Arizona 85374
(623) 222-1120
FAX: (623) 222-1101

If to GPEC: Barry Broome
President and Chief Executive Officer
Greater Phoenix Economic Council
Two North Central Avenue, Suite 2500
Phoenix, Arizona 85004-4469
(602) 256-7700
FAX: (602) 256-7744

Any time period stated in a notice will be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this section.

Q. **TRANSACTIONAL CONFLICT OF INTEREST.** All parties hereto acknowledge that this Agreement is subject to cancellation by the City pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

R. **NONLIABILITY OF OFFICIALS AND EMPLOYEES.** No member, official or employee of the City will be personally liable to GPEC, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to GPEC or successor, or on any obligation under the terms of this Agreement. No member, official or employee of GPEC will be personally liable to the City, or any successor in interest, in the event of any default or breach by the GPEC or for any amount which may become due to the City or successor, or on any obligation under the terms of this Agreement.

S. **NO WAIVER.** Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

T. **SEVERABILITY.** If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and will be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.

U. **CAPTIONS.** The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.

V. **NO THIRD PARTY BENEFICIARIES.** No creditor of either party or other individual or entity has any rights, whether as a third-party beneficiary or otherwise, by reason of any provision of this Agreement.

W. **ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS.** This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement, including nine (9) pages of text and the below-listed exhibits which are incorporated herein by this reference, constitutes the entire understanding and agreement of the parties.

Exhibit A – GPEC Action Plan
Exhibit B - GPEC Performance Measures
Exhibit C - Targeted Industries
Exhibit D - Reporting Mechanism for Contract Fulfillment
Exhibit E - Insurance Requirements
Exhibit F – Regional Cooperation Protocol

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or GPEC, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement this ______ day of ________________________, 2014.

City of Surprise, a municipal corporation

By: ____
Honorable Sharon Wolcott, Mayor

ATTEST:

By:__________________________
Its: City Clerk

APPROVED AS TO FORM:
By:_________________________
Its: City Attorney

GREATER PHOENIX ECONOMIC COUNCIL,
an Arizona nonprofit corporation

By:______________________________________

Barry Broome
President & Chief Executive Officer

SHIFTING TOWARDS INNOVATION

EXHIBIT A

FY 2015 ACTION PLAN

Greater Phoenix
ECONOMIC COUNCIL

Renewable Energy

Biomedical/ Personalized Medicine

Advanced Business Services

Manufacturing & Logistics

Mission Critical

Aerospace & Aviation

Emerging Tech

MEMBER COMMUNITIES

MARICOPA COUNTY
APACHE JUNCTION
AVONDALE
BUCKEYE
CASA GRANDE
CAVE CREEK
CHANDLER
EL MIRAGE
FOUNTAIN HILLS
GILA BEND
GILBERT
GLENDALE
GOODYEAR
MARICOPA
MESA
PEORIA
PHOENIX
QUEEN CREEK
SCOTTSDALE
SURPRISE
TEMPE
TOLLESON
WICKENBURG
YOUNGTOWN

GPEC MISSION

Attract quality businesses to the Greater Phoenix region from around the world, and advocate and champion foundational efforts to improve the region's competitiveness.

WHAT TO EXPECT IN THE FOLLOWING PAGES

4 GPEC Stakeholders
6 FY15 Metrics
7 FY15 Budget
8 Business Development
10 Competitiveness
12 Marketing and Communications
13 Stakeholder Engagement: Paving the Way

FY14 MILESTONES
Momentum gained in the last year—
select achievements and key benchmarks

FY15 ACTION ITEMS
Sample of activities that adhere
to a five-year vision and result in progress

DRIVES THESE FY15 METRICS
Shows relationship between action items
and annual performance goals

EXECUTIVE SUMMARY AND FIVE-YEAR STRATEGIC PLAN OVERVIEW

In reflecting on our 25 years of existence, GPEC stands strong in our foundation of working to advance the Greater Phoenix economy through quality jobs and investment. Consistent threads in bold leadership, above-market performance and real public-private collaboration have rung true since our inception. Where we have evolved is in our appetite, ability and need to grow the economy differently—beyond the traditional model of attracting business. While the pressures of global competition have forced others to react and recalibrate how to approach economic development, GPEC has spent almost the last decade in front of the curve. Nearly 10 years ago, we shifted from a traditional economic development format to one more comprehensive yet disciplined, building a core, sophisticated research competency that has informed and shaped all aspects of GPEC's economic development model—from business attraction to competitiveness, strategy and marketing. This shift in behavior and the resulting performance-driven outcomes are what separate our organization from other economic development shops across the country.

As we celebrate a quarter century of accomplishments, all of which would not have been possible without the leadership, commitment and support of our board and stakeholders, we are excited and ready to drive the next transformation of our economy.

VISION AND PROGRESS

As approved by GPEC's Board of Directors in FY11, these strategic pillars will guide the organization's fiscal year activities, and by 2016, lead to the following vision statements:

Strategic Pillar	By 2016
Market Intelligence	GPEC's market intelligence model will be best-in-class.
Next Generation	GPEC will elevate Greater Phoenix as a leading center of emerging technologies.
Attraction	GPEC will maintain its reputation as a credible, respectable and "go to" organization.
International	GPEC's foreign direct investment approach will be a national best practice.
Regional Brand	GPEC will successfully define Greater Phoenix as a region that is forward-thinking, innovative and business-friendly.
GPEC Brand	GPEC will be the nation's premier agency and leader in the economic development realm. In Arizona, GPEC will be the principal leadership organization.
Capital Markets / Venture Formation	GPEC will develop a science and technology-based fund that will drive regional innovation activity.

GPEC STAKEHOLDERS*

MEMBER COMMUNITIES

Maricopa County
Apache Junction
Avondale
Buckeye
Casa Grande
Cave Creek
Chandler
El Mirage
Fountain Hills
Gila Bend
Gilbert
Glendale
Goodyear
Maricopa
Mesa
Peoria
Phoenix
Queen Creek
Scottsdale
Surprise
Tempe
Tolleson
Wickenburg
Youngtown

PLATINUM

Alliance Bank of Arizona
APS
Arizona Cardinals
Arizona Diamondbacks
Arizona State University
Bank of America
Banner Health
BBVA Compass
Chase
CopperPoint Mutual
Cox Communications
D.L. Withers Construction
Dignity Health
DMB Associates
Ernst & Young
Freeport-McMoRan Copper & Gold
Grand Canyon University
Haydon Building Corp
Intel Corporation
Job Brokers
Kitchell
Maracay Homes
Maricopa Community Colleges
Mayo Clinic
Meritage Homes
MidFirst Bank
National Bank of Arizona
Phoenix Suns
Polsinelli PC
Republic Media
Republic Services
Squire Sanders
SRP
University of Phoenix
US Airways
Valley Metro
Verizon Wireless
Waste Management
Wells Fargo

GOLD

Abengoa/Abacus
Aetna
Arizona Business Bank
BDO
BlueCross BlueShield of Arizona
BMO Harris Bank
Bryan Cave
Brycon Construction
Cancer Treatment Centers of America
Cassidy Turley/BRE Commercial
CBIZ MHM
CBRE
CCS Presentation Systems
Celgene Corporation
CenturyLink
Chanen Development Co.
Coe & Van Loo Consultants
Colliers International
Cushman & Wakefield
Davis
Deloitte
Digital Realty Trust
DIRTT
El Dorado Holdings
Empire Southwest
Fennemore Craig
Gammage & Burnham
Gilbane Building Co.
Google
Green Loop Solutions
Greenberg Traurig
Hensley
Hines
Infusionsoft
JE Dunn Construction
Jones Lang LaSalle
Layton Construction
Lee and Associates
Lewis Roca Rothgerber
Liberty Property Trust
M+W Group
Macerich
The McShane Companies
Mortenson Construction
Nationwide Realty Investors
Okland Construction
Phoenix Children's Hospital
Renaissance Companies
Ryan Companies
Saint Holdings
Skanska USA Building
SmithGroup
Snell & Wilmer
Southwest Airlines
Southwest Gas Corporation
Sun Health
Sunbelt Holdings
Sundt Construction
Target Commercial Interiors
Thunderbird School of Global Management
Total Transit
Transwestern Commercial Services
U.S. Bank
University of Arizona
USAA
ViaWest Group
Walmart
Ware Malcomb
Weitz Company
Wespac Construction
Willmeng Construction
Wist Office Products
Wood, Patel & Associates

SILVER

A.T. Still University
AAA Arizona
Air Products and Chemicals
Arizona Community Foundation
Arizona Office Technologies
Avnet
Balfour Beatty Construction
Bank of Arizona
Bristol Global Mobility
Brownstein Hyatt Farber Schreck
Capital Group Companies
Carefree Partners
Clarius Partners
Clark Hill PLC
CORE Construction
CoStar Group
Deutsch Architecture Group
Dibble Engineering
Dircks Moving & Logistics
Ensemble Real Estate Solutions
Fervor Creative
Globe Corporation
Goodmans Interior Structures
Goodwill of Central Arizona
GPE Commercial Advisors
Green Card Fund
Healthcare Trust of America
Jennings, Strouss & Salmon
Kelly Services
KPMG
KTAR
Kutak Rock
Land Advisors Organization
Merit Partners
Midwestern University
MSS Technologies
NRG Thermal
On Q Financial
Osborn Maledon
PHX Architecture
The Plaza Companies
Quarles & Brady
Queen Creek/Landmark Co.
St. Clair Technologies
Sun State Builders
Sunstate Equipment Company
Superior Group
Synergy Seven
Tallwave
Tratt Properties
Ultimate Staffing Services
University of Advancing Technology
Univita
Volo Holdings

BRONZE

The Alter Group
Applied Economics
Butler Design Group
Gallagher & Kennedy
Guided Therapy Systems
Holualoa Scottsdale Office
Hunt Construction Group
IO
John C. Lincoln Health Network
McCarthy Building Companies
Newmark Grubb Knight Frank
Plant Solutions
Vermaland

* As of April 24, 2014

FY15 METRICS

	THRESHOLD	TARGET	STRETCH
Payroll Generated	$197,579,525	$217,337,478	$239,071,225
Number of Jobs	4,675	5,143	5,657
High-wage Jobs	2,450	2,695	2,964
Average High-wage Salary	$51,026	$56,695	$62,365
Qualified Prospects	208	229	252
Qualified International Prospects	37	41	45
Emerging Tech Assists	10	12	14
Reach of Editorial Placements	183 M	201 M	221 M

FY15 BUDGET

JULY 1, 2014 - JUNE 30, 2015

Revenues	FY13-14 Forecast	% of Total	FY 2015 Budget	% of Total	FY 2014 Budget	$ Change	Change
Public Funds	$ 2,036,000	39.6%	$ 2,246,500	41.8%	$ 2,028,400	$ 218,100	10.8%
Private Funds	2,260,000	44.0%	2,550,000	47.4%	2,300,000	250,000	10.9%
New Pledge Revenue	350,000	6.8%	250,000	4.7%	250,000		0.0%
In-Kind Pledges	110,000	2.1%	59,400	1.1%	92,000	(32,600)	(35.4%)
Special Events, Prog. & Spon.	377,000	7.3%	265,000	4.9%	240,000	25,000	10.4%
Other	8,000	0.2%	3,300	0.1%	5,000	(1,700)	(34.0%)
Total Revenues	**$ 5,141,000**	**100.0%**	**$ 5,374,200**	**100.0%**	**$ 4,915,400**	**$ 458,800**	**9.3%**
Operating Expenditures							
Business Development	363,500	6.9%	444,200	8.4%	311,000	133,200	42.8%
Marketing	261,500	5.0%	258,500	4.9%	266,200	(7,700)	(2.9%)
Research & Strategy	162,000	3.1%	265,100	5.0%	155,900	109,200	70.0%
External Relations	252,500	4.8%	84,400	1.6%	95,000	(10,600)	(11.2%)
Resource Management	257,500	4.9%	212,900	4.0%	217,000	(4,100)	(1.9%)
Personnel	3,212,000	61.3%	3,295,100	62.7%	3,342,800	(47,700)	(1.4%)
Facilities	395,000	7.5%	434,200	8.3%	409,200	25,000	6.1%
In-Kind	110,000	2.1%	59,400	1.1%	91,000	(31,600)	(34.7%)
Special Projects	223,000	4.3%	205,000	3.9%	130,000	75,000	57.7%
Total Expenses	**$ 5,237,000**	**100.0%**	**$ 5,258,800**	**100.0%**	**$ 5,018,100**	**$ 240,700**	**4.8%**
Net Gain (Loss)	**$ (96,000)**		**$ 115,400**		**$ (103,000)**	**$ 218,100**	**(211.7%)**
Less: Capital Expenditures	(21,000)		(10,000)		(10,000)		
Amortization of Deferred Rent	(65,000)		(64,300)		(43,000)	(21,300)	
Add: Depreciation	30,000		31,000		25,000	6,000	
Net Cash Flows	(152,000)		72,100		(131,000)	203,100	
Beginning Cash	1,802,000		1,650,000		1,726,000	(76,000)	
Ending Cash	**$ 1,650,000**		**$ 1,722,100**		**$ 1,595,000**	**$ 127,100**	

(1) Some reclassifications have been made in the current year

FY14 MILESTONES

Road to Success

Adding a new dimension to our business development approach, GPEC and eight communities executed three successful road shows to Silicon Valley, Vancouver, B.C., and Chicago. The road shows provided direct engagement among corporate decision-makers and GPEC's mayors, board directors and EDDTs, and led to 15 new prospects, seven leads and two tech assists.

On a Global Stage

As the only U.S. Mayor invited to the World Economic Forum's Annual Meeting of the New Champions in Dalian, China, Phoenix Mayor Stanton was given rare access to 1,000 global companies and some of the world's most prominent, influential leaders. Mayor Stanton and GPEC President and CEO Barry Broome held one-on-one meetings with 22 C-level executives, giving briefings on the Brookings Metropolitan Business Plan, the Arizona Center-China and other important regional initiatives. This high-profile event generated three leads, 10 companies interested in participating in the metro business plan and more than 800 million people reached through resulting editorial placements in the Wall Street Journal, Bloomberg, CNBC Asia and China's top business channels.

Community Partnership Program

Launched to further enhance support for our communities, the Community Partnership Program (CPP) provided open dialogue between leadership from our municipalities and GPEC to align current strategies in creating a more competitive region. Productive discussion resulted in a closer assessment of infrastructure, review of each community's economic development strategy, and a need for connectivity to local/national developers and REITs. In the coming year, GPEC will launch a second phase of the CPP to ensure progress with each community is occurring.

BUSINESS DEVELOPMENT

Create and maintain high-quality jobs and investment through targeted, direct selling

Proactively pursue the best projects that meet community and regional objectives

FY15 ACTION ITEMS

Seek Investment to Accelerate Development and Community Planning

As an outcome of the Community Partnership Program, which was designed to assist member cities in planning and development for infrastructure, GPEC will actively promote unique industrial, office and healthcare development opportunities within our communities to local and national developers, real estate investment trusts (REITs) and institutional capital sources.

Host National and International Road Shows

Following the success of road shows in Silicon Valley, Vancouver, B.C., and Chicago, GPEC will execute another four to six trips in target markets, to be led by the region's mayors and Maricopa County supervisors. GPEC will convene key executives and multipliers (ie, law firms, financial institutions) and demonstrate the investment and supply chain opportunities available in Greater Phoenix.

Place a Razor-sharp Focus on California

Though the Golden State continues to be a leader in innovation performance, California's operating and regulatory environments remain a growth impediment. Given that California also remains the top location for prospects generated, GPEC will target multiplier networks in Silicon Valley and LA to bolster direct lead-generation efforts, as well as engage California-based corporate headquarters in a site-optimization planning dialogue.

Connect with Top 50 Corporations

As a complement to our Market Intelligence model, GPEC will identify 50 of the region's top corporate office and industrial users—companies that are not based in Arizona—and work to establish relationships between local community leadership and companies' national leadership with the intent to identify areas of opportunity for new growth and expansion.

Expand Investment Activities in China, Canada and Mexico

GPEC and the Arizona Commerce Authority have contracted with the Center of American States (CAS), which represents nine U.S. markets in China, to pursue investment for our state. Represented as the Arizona Center-China, CAS will encourage direct investment into Arizona, as China's companies are expected to employ between 200,000 and 400,000 Americans in the next five years. Since Canada represents one-third of GPEC's international prospects, we will pursue investment interest from the provinces of Alberta and British Columbia, hosting road shows in top Canadian markets. And with countries in the Eurozone experiencing an economic recovery, GPEC will target an outbound technology investment strategy for Western Europe. Finally, GPEC will continue to leverage its network of international multipliers through domestic sales missions and support the collaborative efforts to establish a trade and investment office in Mexico City.

Staying On Top

GPEC continues to maintain a national reputation as a high-performing, well respected economic development organization, earning top rankings and recognition in FY14 by Site Selection Magazine and Business Facilities.

DRIVES THESE FY15 METRICS

- Pipeline of qualified prospects
- Pipeline of qualified international prospects
- Total number of jobs created
- Number of high-wage jobs created
- Average high-wage salary
- Payroll generated
- Stakeholder satisfaction with business attraction

SUPPORTS THESE STRATEGIC PILLARS

- Attraction
- International
- Regional Brand
- GPEC Brand

FY14 MILESTONES

Gaining Velocity

In FY14, a broad coalition of business, public and education leaders answered the call to pivot from an economy reliant upon consumption-based industries (ie, retail, construction and tourism) to one driven by advanced industries. Much progress has been made on Velocity, the Metropolitan Business Plan, in creating a vision, conducting a market assessment and identifying specific strategies that will transform Greater Phoenix's economy in the next 10 years. The plan will focus on initiatives that will drive innovation commercialization, develop and retain human capital, upgrade capacity and a built environment for entrepreneurs, and increase connectivity between industries and entrepreneurs to global markets to promote export growth.

Global Exchange of Best Practices

The Phoenix metro was selected as one of eight markets to participate in a four-year learning and action network that develops and implements regional strategies to encourage global trade and investment. A joint project of Brookings Institution and JPMorgan Chase, the Global Cities Initiative (GCI) is designed to strengthen key metros across the U.S. in becoming more globally competitive. GPEC helped to facilitate content and draw 300 attendees to a GCI forum where prominent U.S. trade and foreign policy leaders like former U.S. Secretary of Commerce Bill Daley, former U.S. Trade Representative Carla Hills and U.S. Secretary of Commerce Penny Pritzker challenged the business community to advocate for increased export activity.

COMPETITIVENESS

Guide new, strategic business opportunities through geographic and industry trend analyses

Evaluate targeted, sound economic development programs that enhance regional and state competitiveness

FY15 ACTION ITEMS

Launch Velocity - the Metropolitan Business Plan to Transform the Greater Phoenix Economy

By providing technical and external relations support, GPEC will help drive the efforts to launch Velocity, the Metropolitan Business Plan, through a public rollout in the fall of 2014. Velocity represents an unprecedented effort to move Greater Phoenix onto new economic footing, transforming Greater Phoenix's economy to be a global force for innovation and technology by 2025.

Focus Market Intelligence on Electronics

GPEC will assess the depth of electronics companies in the region, broadening our market intelligence program to its third industry focus. Researching these companies in support of our communities' respective retention and expansion programs, GPEC will specifically evaluate next-generation electronics technology opportunities, identified through Velocity, which span several of the region's existing key industries.

Execute Global Cities Initiative

As a joint project of the Brookings Institution and JP Morgan Chase, the Global Cities Initiative (GCI) is designed to equip city and metro leaders with tools to become more globally connected and competitive. Greater Phoenix is among nine other regions selected as a Global City and stands much to gain from this initiative. Through participation in GCI, the region will not only benefit in the exchange of information with other markets, but also our metro will work alongside Brookings and JP Morgan Chase to develop a plan that will increase export and trade activity.

Pursue Grant Opportunities

While GPEC has not historically sought grants, the organization was successful in securing federal dollars from the U.S. Economic Development Administration in 2013. Pursuit of grants at both the federal level and through private foundations will be a focus in the coming year. Federal grants place an emphasis on collaboration among public and private entities, and GPEC has the reach to work with our partners in aligning around common economic development priorities.

Convene Executive Mission to Washington, D.C.

Building on the effective program and relationships garnered from the 2013 Executive Mission, GPEC will return to Washington, D.C. in the spring of 2015. The focus of this mission will be concentrated on seeking federal resources and support from congressional, government agency and industry partners for innovation, industry-led R&D centers, STEM workforce and education pipeline, exports, and entrepreneurship.

Plans to Grow Advanced Manufacturing

For the first time ever, GPEC secured a federal grant to develop a strategic plan for the implementation of an Innovation and Commercialization Center for Advanced Manufacturing. Funded by the U.S. Department of Commerce Economic Development Administration, the Investing in Manufacturing Communities Partnership was designed to accelerate the resurgence of manufacturing across the country. In partnership with ASU, GPEC is exploring a plan for an innovation center focused on sensor technologies, leveraging ASU's capabilities and other industry competencies within the region.

DRIVES THESE FY15 METRICS

- Pipeline of qualified prospects
- Average high-wage salary
- Emerging technology assists
- Competitive position progress

SUPPORTS THESE STRATEGIC PILLARS

- Market Intelligence
- Next Generation
- Attraction
- International
- Regional Brand
- GPEC Brand
- Capital Markets/ Venture Formation

FY14 MILESTONES

A Leading Voice

Arizona Senate Bill (SB) 1062 had potential to negatively impact current and future business expansion to Greater Phoenix. While GPEC closely monitored SB1062, board leadership moved swiftly to issue a formal veto request to the Governor. GPEC was the first business organization to call for a veto, which led to appearances on CNN, NBC Nightly News and Bloomberg TV, where President and CEO Barry Broome positioned Arizona as a pro-business state. Following the Governor's veto, GPEC sent a letter to Governor Brewer, thanking her for her continued leadership and sound, pro-business policies.

Marketing Internationally

In an effort to market Greater Phoenix to targeted international audiences, GPEC conducted outreach to organizations that already serve as points of entry for foreign companies like ChinaGoAbroad, American Chamber of Commerce in Shanghai and Canada Arizona Business Council. Through banner ads, GPEC's international toolkit and custom mailers, GPEC made notable strides in bringing awareness of Greater Phoenix as an investment location to companies in China and Canada.

Seeing Results

After last year's launch of the GPEC California 100 campaign and ongoing efforts by our business development team to cultivate CEO relationships, GPEC celebrated two wins: Matrix Absence Management, an advanced business services company bringing 50 high-wage jobs, and a tech assist.

MARKETING & COMMUNICATIONS

Market and promote region's strengths and assets in new markets using non-traditional tools

Continue to position GPEC as a reliable resource for stakeholders, policy-makers, citizens and media on key economic development issues

FY15 ACTION ITEMS

Target Lead-generation Activity for Business Development

In the next year, GPEC will refine existing search engine optimization activities to drive direct leads for GPEC's business development team to target. We will explore new online marketing tools that generate measurable outcomes and stir qualified interest among companies thinking of expanding their operations. This approach will enable GPEC to capture leads that are engaging with our digital assets and work to convert them into prospects.

Deliver New Tools in Marketing Region

GPEC will further enhance our social media strategy by strengthening the marketing partnership with business and tourism organizations throughout the state in an effort to enhance the region's brand through our own citizens. Specifically, this partnership will utilize the newly launched Splicity app to develop citizen video content that further promotes our region's lifestyle and business culture.

Revamp GPEC's Online Presence

The design of GPEC's social media sites will be updated to ensure continuity of the organization's brand, and content will be developed more strategically in order to replicate and extend across all online channels. GPEC will also develop a plan to engage investors in reiterating key business and marketing messages within their respective social media accounts to broaden visibility for the region to new audiences. Finally, GPEC will seek new marketing tools to more directly create dynamic interaction with end users on gpec.org.

Promote County Competes

Serving as the economic development arm of Maricopa County, GPEC has conducted a series of meetings with several key County departments with the objective of learning more about how we can promote Maricopa County's services and partnership capabilities to prospective companies considering an expansion or relocation. Known as the County Competes Program, GPEC will develop a content-specific marketing presence to raise awareness among our clients on the County's proactive and rapid willingness to meet business needs.

Support Super Bowl XLIX

As in 2008, GPEC will partner with the Arizona Commerce Authority and our member communities to support the Arizona Super Bowl Host Committee in implementing a host program targeting C-level executives around Super Bowl XLIX. This four-day program will showcase the business, innovation and lifestyle opportunities that exist in Greater Phoenix and facilitate dialogue among the region's CEOs and community leaders with CEOs and executives from major brand enterprises, up-and-coming companies and Fortune 1000 firms.

Targeted Outreach

Leveraging the built communications platforms of LinkedIn and Twitter, GPEC's marketing and business development teams worked to engage CEOs in very specific conversations based on executive profile interests and social media activity while effectively integrating the region's value proposition in the dialogue exchange. In a very unconventional way, but that is growing widely acceptable, GPEC has had early and measurable success with this approach.

DRIVES THESE FY15 METRICS

- Pipeline of qualified prospects
- Pipeline of international prospects
- Total reach of editorial placements

SUPPORTS THESE STRATEGIC PILLARS

- Attraction
- Regional Brand
- GPEC Brand

STAKEHOLDER ENGAGEMENT

The active involvement by GPEC stakeholders carves a path for our region to become world-class and extraordinary. Stakeholder support enables GPEC to pursue economic opportunities while allowing investors to participate in key economic development activities.

GOVERNANCE

Board of Directors
Provides effective oversight of the organization and helps shape GPEC's influence as a regional thought leader.

Executive Committee
Acts on behalf of the Board of Directors, advising on strategic direction and overall performance of annual goals.

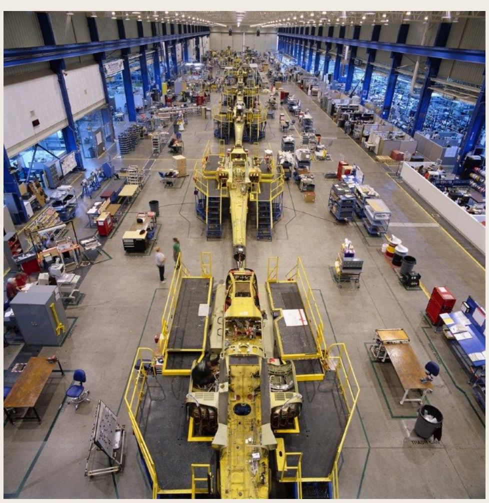
Board-Level Committees

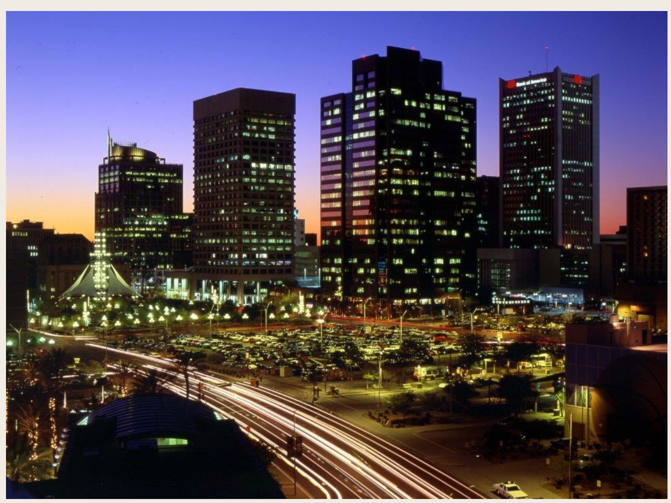
« Performance Committee
Evaluates the performance of the organization and the President & CEO.

« Nominating Committee
Serves to nominate the At-large Directors and Board officers, and recommends candidates to the board for approval, based on nominations received from mayors of member communities.

« Audit Committee
Assesses internal controls and oversees auditors and the annual audit.

« Finance Committee
Sets financial objectives for the organization and recommends the annual budgets as part of the Action Plan.





LEADERSHIP COUNCILS AND ADVISORY GROUPS

The collective professional expertise of GPEC's councils and advisory groups helps shape the organization's key initiatives, leverages connections to further business development and competitiveness efforts, and supports implementation of programs.

Community Building Consortium*
Applies collective commercial real estate experience to help capture business development opportunities and increase the region's transactional capabilities.

Economic Development Directors Team
Advises CEO and staff on local economic development trends, offers insight on pulse of city/town council and partners with GPEC to finalize location decisions.

Education Council*
Reviews workforce skills gaps relative to advanced industries and identifies education-to-career path solutions

GPEC Next Leadership Council*
Ensures the organization operates in a model that is innovative, integrated and proactive.

Healthcare Leadership Council*
Works to advance a healthcare initiative for the region and establish Greater Phoenix as a center of excellence anchored by innovative assets and world-class leadership.

International Leadership Council*
Advises on the direction and implementation of GPEC's foreign direct investment efforts, and provides guidance to increase program impacts.

Mayors and Supervisors Council
Convenes mayors of GPEC's municipalities and County supervisors for regular updates on strategic initiatives.

Resource Development Committee
Guides resource development efforts and executes fundraising strategies to ensure sustainability of GPEC's programs and services.

AMBASSADORS

At the foundation of GPEC's engagement activity are Ambassadors, whose broad range of professional backgrounds lend critical assistance to regional business-climate improvement and business development efforts.

Ambassadors
Help communicate, educate and inform stakeholders, policy-makers, citizens and media about key regional economic development issues.

Certified Ambassadors
Ambassadors who have satisfied program criteria, qualifying them to serve as an extension of the GPEC team. Certified Ambassadors are given unique opportunities to interface more closely with GPEC's staff and board on program initiatives and mission-critical efforts.

Ambassador Steering Committee
Advises on strategic direction of Ambassadors Program; designs activities relevant to and in support of GPEC's mission; serves as a sounding board for emerging initiatives and supports implementation of programs.

* *Eligibility determined by investment level or strategic appointment*

Greater Phoenix
ECONOMIC COUNCIL

2 N. Central Ave., Suite 2500, Phoenix, AZ 85004
Phone: 602.256.7700 | Fax: 602.256.7744 | www.gpec.org

EXHIBIT B

GPEC PERFORMANCE MEASURES
FY 2014-2015

Specific performance targets as established by the GPEC Executive Committee and Board of Directors:

1.	**Payroll Generated**	**$197.5M**
2.	**Total Number of Jobs Created**	**4,675**
3.	**Total Number of High-Wage Jobs**	**2,450**
4.	**Average High-Wage Salary**	**$51,026**
5.	**Emerging Tech Assists**	**10**
6.	**Number of Qualified Prospects**	**208**
7.	**Number of Qualified International Prospects**	**37**
8.	**Total Reach of Editorial Placements/Exposures**	**183M**

GPEC continues to target high-wage industries Advanced Business Services; Advanced Manufacturing; Aerospace & Aviation; Logistics & E-Commerce; Mission Critical; Emerging Technologies (including CyberSecurity & Educational IT); Healthcare & Biomedical; Renewable Energies.

EXHIBIT C

TARGETED INDUSTRIES
FY2014-2015

GPEC and our member communities have identified targeted industries on a local and regional level, incorporating these industries into a regional economic development plan. For fiscal year 2014-2015, GPEC will continue its emphasis on the following: Advanced Business Services; Advanced Manufacturing; Aerospace & Aviation; Logistics & E-Commerce; Mission Critical; Emerging Technologies (including CyberSecurity & Educational IT); Healthcare & Biomedical; Renewable Energies.

Member communities will target the following:

Apache Junction
Business services; environmental technologies research and manufacturing; standard and advanced manufacturing; regional and corporate centers; medical institutions and/or associated satellite operations; mining support facilities; resort/tourist-oriented development; filmmaking (location shooting); expanded retail opportunities

Avondale
Advanced business services/information technology; renewable energies; Bio/medical/life sciences; manufacturing; higher education/lifelong learning, amateur sports and tourism

Buckeye
Advanced business services; renewable energy; high tech (data center and services); environmental technology / sustainability; standard manufacturing; medical and educational institutions; transportation/distribution; small business/incubator; aerospace/aviation

Casa Grande
Aviation/aerospace; biosciences and sustainability; corporate/regional headquarters; healthcare and medical services; standard manufacturing and transportation and distribution

Chandler
Advanced business services; corporate/regional headquarters, high-tech electronics and software development; aerospace/aviation and advanced materials; biosciences and sustainability

El Mirage
Business Services; standard and advanced manufacturing; transportation; warehousing/distribution; heavy industrial; food, fiber, and natural products; aerospace aviation

Fountain Hills
Advanced business services (professional, technical, and scientific services including finance and insurance); healthcare, medical, bio-life sciences and wellness; medical and educational institutions; arts, entertainment and recreation; retail

Gila Bend
Clean technology (manufacturing/central station generation/R&D); warehousing/transportation/distribution; military supply chain; tourism/hospitality; standard manufacturing; agriculture/agri-biotechnology; food, fiber and natural products; aerospace/aviation; heavy industrial

Gilbert
Corporate/regional headquarters; advanced business services; information communication technology (R&D, services); next generation electronics (sensors, optics); aerospace and defense (satellite, FAA repair); life and health sciences (R&D, oncology, regenerative medicine, cardiovascular, pharmaceuticals/neutraceuticals); clean technology and renewable energy (R&D, algae, biodiesel)

Glendale
Advanced business services; aerospace and defense; education; healthcare/medical; hospitality; renewable energy; technology

Goodyear
Advance financial/business services; high-tech electronics and software development; aerospace/aviation; advanced materials; biosciences (treatment, medical diagnostics, research) and senior industries; food, fiber and natural products; transportation/distribution; standard manufacturing; environmental technology; sustainability

Maricopa (City)
High-wage employers (salaries averaging at least 125% of the median wage in Maricopa County) that generate at least 80% of income from exporting goods and services outside the region

Mesa
Primary Target Industries: Healthcare, Education, Aerospace/Defense and Tourism/Technology
Secondary target industries: Advanced business services; standard and advance manufacturing; regional and corporate centers; environmental technology; research & development; bioscience; sustainability

Peoria
Advanced business services; high technology (data centers, R&D); life sciences and healthcare technologies; advanced medical services; educational institutions; advanced and standard manufacturing; clean technologies research and manufacturing; entertainment and tourism

Phoenix
Bio-life sciences; advanced business services; manufacturing; sustainable industries and enterprises; higher education; world business, trade and FDI; and established/emerging enterprises; healthcare

Queen Creek
Aerospace and aviation; health and wellness; arts, culture and experience; education; clean and renewable energy and water; family/youth & children activity destinations

Scottsdale
Bio-life sciences; advanced business services; technology and innovation (including ICT and entrepreneurship/emerging enterprises); hospitality/visitor trade and commerce

Surprise
Environmental technology; advanced medical services; biotech; education and healthcare; transportation and distribution

Tempe
Advanced business services (financial services); high tech/software (R&D, data center and services); high-tech/next generation electronics; aerospace R&D/aviation; bioscience (research, drug development, treatment, medical diagnostics); corporate/regional headquarters; sustainability (environmental); advanced materials/plastics; senior industries; clean tech, renewable energy and manufacturing

Tolleson
Aerospace and advanced materials; food, fiber and natural products; transportation/distribution; standard manufacturing; environmental technology; sustainability

Wickenburg
Standard manufacturing; transportation & distribution; rail services; mining support facilities; renewable energy; healthcare and medical; educational institutions; tourism and filmmaking; expanded retail operations

Youngtown
Youngtown is in the throes of developing a commerce park. The park will target second-stage small manufacturers with the some related retail and offices.

EXHIBIT D

FY 2014-2015

REPORTING MECHANISM FOR CONTRACT FULFILLMENT

Monthly Activity Report - Month, Year

BUSINESS ATTRACTION PERFORMANCE METRICS:

GPEC Progress Toward Goals

Targeted Opportunities	Annual Contract Goal	Actual YTD	Goal YTD	% of Goal YTD
PAYROLL GENERATED (MILLIONS)				
AVERAGE HIGH WAGE SALARY				
NUMBER OF JOBS				
NUMBER OF HIGH-WAGE JOBS				
EMERGING TECHNOLOGY ASSISTS				
QUALIFIED PROSPECTS				
INTERNATIONAL PROSPECTS				
TOTAL REACH OF EDITORIAL PLACEMENTS				

GPEC continues to target high-wage industries (Advanced Business Services; Advanced Manufacturing; Aerospace & Aviation; Logistics & E-Commerce; Mission Critical; Emerging Technologies (including CyberSecurity & Educational IT); Healthcare & Biomedical; Renewable Energies

KEY BUSINESS ATTRACTION ACTIVITIES AND OTHER GPEC ACTIVITIES

EXHIBIT E

INSURANCE REQUIREMENTS

The City's insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits required of GPEC are sufficient to protect GPEC from liabilities that might arise out of this Agreement for GPEC, its agents, representatives, employees or Contractors and GPEC is free to purchase such additional insurance as may be determined necessary.

A. **Minimum Scope and Limits of Insurance.** GPEC shall provide coverage at least as broad as the categories set forth below with limits of liability in amounts acceptable to the City.

1. **Commercial General Liability -** Occurrence Form

General Aggregate/ per Project	$2,000,000
Products-Completed Operations Aggregate	$2,000,000
Personal & Advertising Injury	
Each Occurrence	$1,000,000
Fire Damage (Any one fire)	$300,000
Directors and Officers	$2,000,000

2. **Automobile Liability** Any Auto or Owned, Hired and Non-Owned Vehicles

Bodily Injury and Property Damage –	
Combined Single Limit Per Accident	$1,000,000

3. **Workers' Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	$100,000/$100,000/ $500,000

B. **Self-insured Retentions.** Any self-insured retentions must be declared to and approved by the City. The City may request that the insurer reduce or eliminate such self-insured retentions with respect to City, its officers, officials, agents, employees and volunteers. GPEC is solely responsible for any deductible and/or self-insured retention.

C. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability

a. The City, its officers, officials, agents, employees and volunteers are to be named as additional insureds under the commercial general liability and auto liability policies.

b. GPEC's insurance shall include broad form contractual liability coverage.

c. The City, its officers, officials, agents, employees and volunteers shall be additional insureds to the full limits of liability purchased by GPEC, even if those limits of liability are in excess of those required by this Agreement.

d. GPEC's insurance coverage shall be primary insurance with respect to City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall be in excess of GPEC's insurance and shall not contribute to it.

e. GPEC's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

f. Coverage provided by GPEC shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

g. The policies shall contain a waiver of subrogation against City, its officers, officials, agents, employees and volunteers for losses arising from work performed by GPEC for the City.

2. Workers' Compensation and Employers' Liability Coverage. The insurer shall agree to waive all rights of subrogation against City, its officers, officials, agents, employees and volunteers for any and all losses arising from work performed by the Contractor for the City.

D. **Notice of Cancellation.** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been sent to City at the address provided herein for the giving of notice. Such notice shall be by certified mail, return receipt requested.

E. **Acceptability of Insurers.** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-:VII. City in no way warrants that the above required minimum insurer rating is sufficient to protect GPEC from potential insurer insolvency.

F. **Verification of Coverage**. GPEC shall furnish City with Certificates of Insurance (ACORD form or equivalent approved by City) and with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance.

All certificates and endorsements are to be received and approved by City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project.

All certificates of insurance required by this Agreement shall be sent directly to City at the address and in the manner provided in this Agreement for the giving of notice. City's Agreement/Agreement number, GPEC's name and description of the Agreement shall be provided on the Certificates of Insurance. City reserves the right to require complete certified copies of all insurance policies required by this Agreement, at any time.

G. **Approval**. During the term of this Agreement, no modification may be made to any of GPEC's insurance policies which will reduce the nature, scope or limits of coverage which were in effect and approved by the City prior to execution of this Agreement.

Exhibit F

Regional Cooperation Protocol Policy
Greater Phoenix Economic Council and Economic Development Directors Team

The foundation of this policy is built on trust and the spirit of regional cooperation among the entities involved. GPEC and the Economic Development Directors of its member communities agree and acknowledge that it is important that they work together as partners on projects involving the communities which GPEC represents, regardless of the source of the lead, as follows:

1. Demonstrate a commitment to the positive promotion of the Greater Phoenix, specifically, GPEC member communities, as a globally competitive region.

2. Maintain the highest standards of economic development prospect handling, including confidentiality, without jeopardizing a prospect's trust to secure the probability of a regional locate. Partners agree to respect the prospect's request for confidentiality but also agree to notify each other as to the existence of a project with a confidentiality requirement when able and shall make a good-faith effort to involve the appropriate state, regional or local partners at the earliest possible time.

3. Unless otherwise restricted, agree to coordinate through GPEC for any prospect considering a project in Maricopa County or in any of the communities that GPEC represents, understanding that GPEC is in a unique position to represent and speak on regional economic development issues and on characteristics of the region's economy. Likewise, GPEC acknowledges that communities are in the best position to speak about local incentives and efforts surrounding the local economy.

4. For projects that originate with a GPEC member community, GPEC will be available for confidential research access, topical expertise or as a service provider, to add value to the community in securing the project. Additionally, GPEC will not e-track the project unless the community lead makes such a request to do so.

5. Provide accurate and timely information in response to specific requests by all prospects. When a client has narrowed sites to specific GPEC member communities, GPEC will make a good- faith effort to inform those affected EDDT members first. EDDT members agree to provide information solely on their own community when the information requested is site-specific (i.e., cost of land, taxes, development fees, utility availability and cost, zoning process timing, permit timing and local incentives). When site-specific information related to other GPEC communities is requested, EDDT members agree to (i) direct GPEC prospects back to GPEC or (ii) direct non-GPEC generated prospects to contact the affected communities directly, and as a courtesy, contact the affected communities.

6. Agree that regardless of the lead source, public locate announcements shall be coordinated among the company, GPEC member community, and GPEC to reflect inclusiveness and cooperation of all partners (subject to any confidentiality requirements).

7. GPEC and EDDTs will advocate for a robust operating budget for the state economic development agency, and champion sound statewide economic development programs and policies.

8. Discourage the proactive offering of local, municipal financial incentives for existing jobs to companies with current operations in another GPEC community.

9. Inform GPEC member community when a company visits or physical site visit within that community will occur. Economic Development Directors will be the primary point of contact for the company when community information is needed.

10. Agree that the consideration of a future community to GPEC's membership will be brought before EDDT for discussion in advance of any board consideration. EDDT will make a recommendation on the addition of a new community to GPEC's President and CEO.

11. Formalize a process to convene GPEC and Economic Development Directors of GPEC member communities biannually, and cooperate in the exchange of information and ideas reflecting practices, procedures and policies relating to prospect handling and regional economic development.

12. Work collectively to maintain a high level of trust and integrity by and between GPEC and the Economic Development Directors of GPEC member communities, utilizing differing views as an opportunity to learn.

13. When conducting market intelligence initiative objective, GPEC staff will coordinate with EDDT to ensure coordination and communication.

14. When a PIF is issued by the state economic development agency GPEC will coordinate the region's response. All PIF submissions will be directed to GPEC's attention and GPEC will assemble the response and return to the state economic development agency.

15. It is understood GPEC will or may host annual executour(s) and/or other marketing familiarization tour(s) to promote the regional communities. GPEC will make every attempt to provide as much interaction time between the executour guests and EDDTs. It is understood EDDTS will inform GPEC of any upcoming executour(s) and/or other marketing familiarization tours scheduled by their office.

16. Partners agree to enter into a mediation process if there is evidence that this Protocol has not been observed in a material respect or a professional conflict arises that cannot be settled. This mediation process will be convened by the EDDT Chair, who may, at his/her discretion, consult or involve GPEC's President and CEO in addition to others with topical expertise central to the conflict.

CITY OF SURPRISE
Regular City Council Meeting

August 5, 2014 @ 6:00:00 PM

Back Print

Council Meeting Date:	August 5, 2014	Contact Person:	Michael T. Frazier, Police Chief
Submitting Department:	Police	District:	Internal
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	Report/Discussion

Agenda Wording:

Consideration and action on Resolution 2014-75, authorizing the City Manager or his designee to conduct all negotiations and sign an intergovernmental agreement with the City of Phoenix to provide the City of Surprise Police Department the ability to directly access records contained in their Records Management System (RMS).

Motion:

I move to approve Resolution 2014-75.

Background:

The City of Phoenix Police Department is replacing its current records management system (PACE) with a new RMS system. Phoenix is requiring any agency that desires to have access to the new RMS system to enter into an IGA controlling that access and providing for appropriate cost reimbursement to the City of Phoenix. Surprise will have the ability to terminate the IGA for any reason whatsoever with a 60 day notice. For example, if the costs of access prove to be too great or there is little need for access, Surprise could terminate the contract.

Financial Impact Statement:

Phoenix has stated there will be some cost to accessing the system, probably in the form of a fee per user. However, until those fees are set, access is free. Once those fees are set, Surprise will have the ability to terminate the contract if we deem those fees to be too high or we can limit the number of users to keep the fee lower. The Department will use budgeted funds to cover the costs of this IGA.

ATTACHMENTS:

Click to download

- Phoenix RMS IGA
- Resolution 2014-75 Phoenix RMS IGA

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

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

Michael T. Frazier, Police Chief

138711--0

Phoenix Police Department
Intergovernmental Agreement

This intergovernmental agreement ("Agreement") is made and entered into, this 27th day of July 2014, (the "Effective Date") by and between Surprise Police Department (hereinafter referred to as the "Participating Agency") and the City of Phoenix ("City"), a municipal corporation duly organized and existing under the laws of the State of Arizona, and its Police Department (hereinafter referred to as "PPD").

WHEREAS, the parties desire to enter into this Agreement on behalf of their respective law enforcement agencies to share law enforcement information for the purpose of enhancing the public safety, health, and welfare; and

WHEREAS, the parties are empowered to enter into this Agreement pursuant to A.R.S. § 13-3872 and Title 11, Chapter 7, Article 3, Arizona Revised Statutes as authorized by their legislative or other governing bodies, and, for the City and Participating Agency individually, pursuant to Chapter 2, Section 2(i), of the Charter of the City of Phoenix.

NOW, THEREFORE, the parties do hereby agree as follows:

I. Purpose

This Agreement sets forth the conditions governing the Participating Agency's use of the PPD Records Management System (RMS), Intergraph's *InPursuit*, (access is to certain aspects of the RMS through web based solution known as "RMS Explorer"). This Agreement is intended to enhance and foster the exchange of criminal justice information, to assist in criminal investigations, and improve officer/public safety.

The Participating Agency agrees to abide by all rules, regulations and/or statutes and laws governing participation and use of criminal justice information, including but not limited to criminal history record information, received and disseminated from the PPD RMS.

II. Method of Execution

This Agreement may be executed in one or more identical counterparts each of which shall be deemed an original, but all of which taken together shall constitute one agreement.

III. Effective Date/Duration

This Agreement will commence upon the Effective Date and continue in force for ten (10) years. The Participating Agency may terminate this Agreement by providing sixty (60) days' prior written notice to the other party of its intent to terminate the other party's access to its records through the methods provided in this Agreement.

The PPD may terminate the Agreement without providing notice at any time for good cause, such as misuse or abuse of the RMS system. Otherwise, PPD may terminate this Agreement without cause upon providing sixty (60) days' prior written notice to the Participating Agency.

IV. Notice

Any notice required or given pursuant to the Agreement shall be in writing and either delivered in person, deposited in the U.S. Mail, sent by transmission facsimile or deposited with any express mail (overnight) service addressed as follows. Notice will be deemed received at the time it is personally served, on the day it is sent by facsimile transmission, on the third day after it is deposited in the U.S. Mail, or on the second day after its deposit with any express mail (overnight) service. Any time period stated on a notice will be computed from the time the notice is deemed received. Notices sent by facsimile transmittal shall also be sent by regular mail to the recipient. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

To City:	Lt. Mark Tallman, SSO R & I /Central Booking Bureau Phoenix Police Department 620 W. Washington Street Phoenix, Arizona 85003
To Participating Agency:	Chief Michael Frazier Surprise Police Department 14250 W Statler Plaza, #103 Surprise, AZ 85379

V. Indemnification

The Participating Agency agrees to indemnify, defend and hold harmless the City of Phoenix, PPD, and any of its employees or officials from, and against any and all claims, demands, actions, suits and proceedings of any kind or nature including, but not limited to, claims arising out of false arrest or imprisonment, resulting from or involving any acts by or on the part of the Participating Agency in the exercise of this Agreement.

VI. Financial Considerations

The Participating Agency is responsible for sharing the cost of licensing and maintaining the necessary hardware and licensed software to RMS. The cost per user for access using RMS Explorer will be determined through a separate cost agreement. PPD will invoice agencies annually based on number of user accounts assigned to a Participating Agency. Upon any termination of this Agreement, the Participating Agency shall retain ownership of all equipment and other personal property Participating Agency acquired to access RMS, except any equipment and/or property Participating Agency acquired from City or PPD shall be returned to City or PPD.

VII. Security

The Participating Agency agrees to:

A. Conduct thorough background screening of personnel. State and national Criminal History Record Information fingerprint identification checks must be conducted for all Participating Agency RMS users.

B. Abide by all Arizona Criminal Justice Information System (ACJIS) and National Crime Information Center (NCIC) security requirements as published by the Arizona Department of Public Safety (DPS).

C. Be responsible for the physical security of all computerized equipment used to access the PPD RMS system.

   1) Ensure the access location is under the direct control and supervision of authorized personnel.

   2) Ensure the access location is inaccessible to the public or persons not qualified to operate, view or possess PPD RMS system information.

D. Cooperate with the PPD in any investigation into allegations of misuse of data contained in or utilized by the system.

E. Establish local policies and procedures for safeguarding information and equipment, and impose disciplinary action against any individual found to be violating the local policies and procedures and/or the PPD RMS system policies and procedures.

VIII. Information Ownership, Release, and Accuracy

A. Participating Agency and PPD retain ownership and control of all of the information that they provide through the system at all times. Except as required by law, information shall not be made available to any unauthorized requestor without the approval of the agency that respectively owns and/or controls the information.

B. Participating Agency and PPD acknowledge that the law enforcement data maintained in RMS consists of information that may or may not be accurate. Participating Agency and PPD do not warrant the accuracy of any of the information contained in RMS.

IX. Limitation of Liability

A. For the purposes of workers' compensation, an employee of a party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this particular Agreement for mutual aid in law enforcement, shall be deemed to be an employee of the party who is the employee's primary employer and of the party under whose jurisdiction and control the employee is then working as provided in A.R.S. § 23-1022(D) and the primary employer party of such an employee shall be solely liable for payment of workers' compensation benefits. Each party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required. Further, the personnel of either party to this Agreement will not for any purpose be considered employees or agents of the other party and each party assumes full responsibility for the actions of its personnel while performing services under this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), workers' compensation and disability benefits.

B. Except for the purposes of workers' compensation as noted in Paragraph IX(A), herein, each party shall be solely responsible and liable for claims, demands or judgments (including costs, expenses and attorneys' fees) resulting from personal injury to any person, or damage to any property arising out of that party's own employee's performance under this Agreement. Each party shall have the right of contribution against the other parties with respect to tort liability judgments should both parties under this Agreement be found liable. This right of contribution shall not apply to any settlement or demand and each party shall be solely responsible for its own acts or omissions and those of its officers and employees by reason of its operations under this Agreement. This responsibility includes automobile liability. Each party represents that it shall maintain for the duration of this Agreement liability insurance. The parties may fulfill their obligations by programs of self-insurance.

C. Each party agrees to be solely responsible for any expense resulting from industrial insurance claims made by that party's employees incurred as a result of operations under this Agreement.

X. Dissemination Restrictions

Personal use of any data provided through the PPD RMS system is strictly prohibited. The sale of any information obtained from RMS to any individuals, organization, government agency or corporation is strictly prohibited. The dissemination of any information obtained from PACE to any individual or organization that is not legally authorized to have access to the information is strictly prohibited.

XI. Suspension of Services

PPD reserves the right to immediately and unilaterally suspend the Participating Agency's access to the PPD RMS system when any terms of this Agreement are violated or, in the opinion of PPD, appear to have been violated. Such a suspended service shall only be resumed upon such terms and conditions as the PPD shall deem appropriate under the circumstances. Suspension may be followed by termination if deemed necessary by PPD.

XII. Responsibilities

A. The Participating Agency agrees to:

1. Query, access and use all information accessible in the PPD RMS system in strict compliance with Federal and State laws and regulations.

2. Maintain a log of all queries into the RMS system. This log shall include the name of the person who queried the system, the purpose of the query, the PPD Department Report number and the date of the query.

B. The City of Phoenix Police Department agrees to:

1. Make available to the Participating Agency electronic access for the retrieval of information to be accessed by the Participating Agency for law enforcement purposes.

2. Provide training, system documentation, updates and other materials necessary to ensure the Participating Agency's ability to effectively utilize the PPD RMS system.

3. Authorize appropriate RMS access to authorized users at the Participating Agency.

XIII. Training

The Participating Agency is responsible for ensuring any person who accesses the PPD RMS system is trained and certified for the functions that person is authorized to perform.

XIV. E-Verify and Scrutinized Business Operations

A. To the extent applicable under A.R.S. § 41-4401, each party and its subcontractors warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). A breach of the above-mentioned warranty by any party or its subcontractors shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the non-breaching party. Each party retains the legal right to randomly inspect the papers and records of the other party or its subcontractor employees that use the criminal justice information resulting through the participation in this Agreement to ensure that the other party or its subcontractors are complying with the above-mentioned warranty.

XV. Amendment

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the Participating Agency and PPD.

XVI. Cancellation

In addition to the other provisions in this Agreement prescribing cancellation or termination, the parties understand and acknowledge that either party may cancel this Agreement pursuant to A.R.S. § 38-511, Arizona Revised Statutes.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF the parties have executed the Agreement between Participating Agency and the City of Phoenix as of the date first written above.

City of Phoenix, a municipal corporation duly organized and existing under the laws of the State of Arizona Ed Zuercher, City Manager	Participating Agency
By: ____________________ Daniel V. Garcia, Chief of Police	By: ____________________

The attorneys undersigned have determined that this Agreement is in proper form and is within the powers and authority granted under the laws of this state to their respective public agencies, in accordance with A.R.S. § 11-952(d).

By: ____________________ Acting City Attorney BJF	By: ____________________ Attorney for Surprise Police Department
Attest:	Attest:
By: ____________________ City Clerk	By: ____________________ City Clerk

RESOLUTION # 2014-75

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE CITY OF PHOENIX, ARIZONA, AUTHORIZING ACCESS BY SURPRISE TO THE PHOENIX RECORDS MANAGEMENT SYSTEM.

WHEREAS, the City of Phoenix is replacing its present Records Management System, PACE, with a new Records Management System (RMS);

WHEREAS, the City of Phoenix is authorizing other entities to access the new RMS system upon execution of an Intergovernmental Agreement (IGA) providing appropriate guidelines and for cost reimbursement; and

WHEREAS, Surprise Police Department desires to access the new Phoenix RMS system.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. The City is hereby authorized to enter into an agreement with the City of Phoenix to authorize access to the new Phoenix RMS system and to provide for appropriate cost.

Section 2. That the 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 said agreement.

APPROVED AND ADOPTED this ___ day of ________________, 2014.

____
Sharon R. Wolcott, Mayor

Attest: Approved as to form:

______________________________ ______________________________
Sherry Aguilar, City Clerk Misty Leslie, City Attorney

CITY OF SURPRISE
Regular City Council Meeting

August 5, 2014 @ 6:00:00 PM

Council Meeting Date:	August 5, 2014	Contact Person:	Chris Boyd, Community Development
Submitting Department:	CD	District:	Internal
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	Report/Discussion

Agenda Wording:

Consideration and action on an Intergovernmental Agreement with Maricopa County as a subrecipient to reallocate HOME Investment Partnership Funds by Maricopa County Consortium and amending the Fiscal Year 2015 budget by reallocating $124,800 from the Grants and Contingency Fund to the Neighborhood Revitalization Fund; Resolution 2014-80.

Motion:

I move to approve Resolution 2014-80.

Background:

The City of Surprise requested and was awarded additional grant funding to complete Major Rehabilitation/Reconstruction activities under the HOME program as a member of the Maricopa County HOME Consortium. This intention of this activity is to provide decent and affordable housing to income qualified residents of Surprise. Each qualifying applicant must maintain this home as their primary residence, during the agreement period, if they fail to do so the pro-rated loan amount is due and payable. City of Surprise has been receiving HOME grant funding since 2007 under the condition that Surprise participate in a Consortium lead by Maricopa County to include several surrounding major cities and towns.

Financial Impact Statement:

Accepting the $124,800 HOME grants funds will not have any negative financial impact to the City of Surprise. The acceptance will increase the HOME budget giving us the ability to complete more projects for the residents of Surprise. All projects will be budgeted to fit within the award and will be scaled back should the proposed activities exceed the budget. We currently have match required for this award from past program.

ATTACHMENTS:

Click to download

Staff Report

Resolution 2014-80 with IGA

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

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

Christina Ramirez, Neighborhood Services Supervisor

COMMUNITY DEVELOPMENT

Date: August 5, 2014

To: Mayor and City Council

From: Chris Boyd, Interim Director
Christina Ramirez, Neighborhood Services Supervisor

Re: Approval of Intergovernmental agreement between Maricopa County and City of Surprise.

Introduction

The Neighborhood Services Division requests the approval an Intergovernmental Agreement between Maricopa County and the City of Surprise in order to accept $124,744.19, from the Town of Gilbert in order to complete approved projects under the HOME program. The City of Surprise and the Town of Gilbert are members of a Consortium which Maricopa County leads. In order to accept any additional funding from other members of the Consortium an IGA must be created between the lead and the accepting jurisdiction.

Background

The Neighborhood Services Division has requested and been awarded additional grant funding in the amount of $124,744.19, to complete Major Rehabilitation/Reconstruction activities under the HOME program. Additional monies are coming from HOME grant funds that were not utilized by the Town of Gilbert. An Intergovernmental agreement has been created between the Town of Gilbert and the City of Surprise in order to accept these funds. The intention of the program is to provide decent and affordable housing to income qualified residents of Surprise. Each qualifying applicant must maintain this home as their primary residence, during the agreement period, if they fail to do so the pro-rated loan amount is due and payable. City of Surprise has been receiving HOME grant funding since 2007 under the condition that Surprise participate in a Consortium lead by Maricopa County to include several surrounding major cities and towns.

Previous Actions

Through the City's Annual Action Plan, HOME grant funding in the amount of $652,100 was identified and approved for the Major Rehabilitation/Reconstruction for qualified Surprise residents.

Conclusion

It is the intent of staff to support projects that will foster neighborhood sustainability, vibrancy and to keep residents in their neighborhoods. It is believed that the recommended approval of the Intergovernmental Agreement will help further this intent. With the additional grant funding available, it is the goal for staff to identify three or more residents in Surprise to perform Major Rehabilitation/Reconstruction work to their homes.

Recommendations

Approval of Intergovernmental agreement between Maricopa County and the City of Surprise.

RESOLUTION # 2014-80

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR SUBRECIPIENT ALLOCATION OF HOME INVESTMENT PARTNERSHIP FUNDS BY MARICOPA COUNTY CONSORTIUM AND AMENDING THE FISCAL YEAR 2015 BUDGET BY REALLOCATING $124,800 FROM THE GRANTS AND CONTINGENCY FUND TO THE NEIGHBORHOOD REVITIALIZATION FUND.

WHEREAS, pursuant to Arizona Revised Statutes § 11-952, the City of Surprise has the authority to enter into intergovernmental agreements with other governmental entities;

WHEREAS, the Cities/Town of Avondale, Chandler, Gilbert, Glendale, Peoria, Scottsdale, Surprise and Tempe, and Maricopa County have previously entered into an Intergovernmental Agreement (IGA) to form the Maricopa HOME Consortium (HOME Consortium IGA) to receive, distribute and administer HOME Investment Partnerships Funds (HOME);

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has established statutory and regulatory encumbrance and expenditure deadlines for the HOME funds, and the Maricopa HOME Consortium has explicitly encouraged transfers among Consortium members;

WHEREAS, the Town of Gilbert and the City of Surprise have agreed in a separate IGA to transfer undedicated funds allocated to Gilbert to Surprise in the amount $124,800, as required;

WHEREAS, the City of Surprise wishes to receive from the Consortium and expend these HOME funds for affordable housing;

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

WHEREAS, this grant was unforeseen during the budget process for FY2015 which will necessitate a budget amendment.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

<u>Section 1</u>. 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.

<u>Section 2.</u> The Intergovernmental Agreement between the City of Surprise and Maricopa County, attached as *Exhibit B*, is hereby approved and the Mayor is hereby directed to execute the agreement and any related documents on behalf of the City.

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 # 2014-80
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.

Expenditure	Current Appropriation	Increase (Decrease)	Amended Appropriation
Neighborhood Revitalization	$0	$124,800	$124,800
Grants and Contingency	5,031,500	(124,800)	4,906,700
	$5,031,500	$0	$5,031,500

Revenue	Current Appropriation	Increase (Decrease)	Amended Appropriation
Neighborhood Revitalization	$0	$124,800	$124,800
Grants and Contingency	5,250,000	(124,800)	5,125,200
	$5,250,000	$0	$5,250,000

The fund changes are as follows:

- Grants and Contingency Fund– The amendment reallocates budget authority for $124,800 to the Neighborhood Revitalization Fund for accepting the grant from the city of Gilbert. Contingency is programmed for unplanned expenses without exceeding the approved total annual budget for FY2015.
- Neighborhood Revitalization Fund– The amendment reallocates appropriation of $124,800 from the Grants and Contingency Fund to the Neighborhood Revitalization Fund for other professional services.

INTERGOVERNMENTAL AGREEMENT

for services between

MARICOPA COUNTY

Administered by its

Human Services Department

and

City of Surprise

Contract Amount: $124,744.19
Contract Start Date: August 5, 2014
Contract Termination Date: December 31, 2014
Contract Number: C-___
Program Number: C__________
CFDA Number: 14.239, HOME Investment Partnership Program

County shall provide financial assistance in an amount up to One Hundred Twenty-Four Thousand Seven Hundred Forty-Four dollars and Nineteen cents ($124,744.19) subject to the terms of this Agreement and availability of funds. This Agreement price constitutes the County entire participation and obligation in the performance and completion of all work to be performed under this Agreement.

This Agreement is entered into by and between The City of Surprise, a member of the HOME Consortium (hereinafter referred to as the "City and/or "Subrecipient"), and Maricopa County, administered by its Human Services Department, (hereinafter referred to as the "Lead Agency" and/or "County"). The Subrecipient and County are collectively referred to herein as the "Parties" and individually as a "Party."

The Subrecipient, for and in consideration of the covenants and conditions set forth in this Agreement, shall provide and perform the services set forth herein. All rights and obligations of the Parties shall be governed by the terms of this Agreement, its exhibits, attachments, and appendices, including any Subcontracts, Amendments, or Change Orders as set forth herein and in:

Section I – General Provisions – Contain uniform administrative requirements applicable to both Parties participating in the HOME Investment Partnerships (HOME) Program, which include, but are not limited to, definitions; non-discrimination and equal opportunity requirements; disclosure and retention requirements; and debarment, suspension, or ineligibility exclusions.

Section II – Special Provisions – Provides specific programmatic requirements upon the Subrecipient that are established by the HOME Program and applicable HUD regulations. This includes, but is not limited to, disposition of program income; financial record management; reporting requirements; and Subrecipient certifications.

Section III – Work Statement – The section contains, but is not limited to, a narrative of the project; a list of the tasks to be performed; established goals; performance measures; scheduling; budget; planned expenditures of income.

Section IV – Compensation – Contains provisions relating to compensation for Subrecipient, method of payment, terms of reimbursement, conditions-prior to the release of funds.

Subrecipient Representative:	Christina Ramirez, Neighborhood Services Supervisor
Phone:	(623) 222-3238
E-mail:	christina.ramirez@surpriseaz.com
Address:	16000 N. Civic Center Plaza Surprise, AZ 85374

Lead Agency Contact:	Amy Jacobson, Assistant Director Community Development
Phone:	(602) 372-1528
E-mail:	jacobsona@mail.maricopa.gov
Address:	234 N. Central Ave., Third Floor, Phoenix, AZ 85004

Notice under this Agreement shall be given by personal delivery or by registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth above and shall be effective three (3) days after being mailed unless otherwise indicated in the notice.

This Agreement contains all the terms and conditions agreed to by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any Party hereto. Nothing in this Agreement shall be construed as consent to any lawsuit or waiver of any defense in a lawsuit brought against the State of Arizona, County, or the Subrecipient in any State or federal court.

IN WITNESS THEREOF, the Parties have signed this Agreement:

Approved By: SUBRECIPIENT	Approved By: MARICOPA COUNTY (LEAD AGENCY)
______________________________ Authorized Signature	______________________________ Chairman, Board of Supervisors
______________________________ DATE	______________________________ DATE
Attested to:	Attested to:
______________________________ City/Town Clerk	______________________________ Clerk, Board of Supervisors
______________________________ DATE	______________________________ DATE

IN ACCORDANCE WITH A.R.S. §§ 11-952, 11-201, AND 11-251, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED DEPUTY COUNTY ATTORNEY**, AND, IN ACCORDANCE WITH A.R.S. § 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY FOR SUBRECIPIENT ON BEHALF OF SUBRECIPIENT, AND, AS TO THEIR RESPECTIVE CLIENTS ONLY, EACH ATTORNEY** HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:	APPROVED AS TO FORM:
______________________________ Attorney for the Subrecipient	______________________________ Attorney for the Board of Supervisors
______________________________ DATE	______________________________ DATE

SECTION I

GENERAL PROVISIONS

Maricopa County

Human Services Department

A. EFFECT

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement and the Special or General Provisions are in conflict, the Work Statement shall control. To the extent that the Compensation Provisions are in conflict with the General Provisions, Special Provisions or Work Statement, the Compensation Provisions shall control. Nothing herein shall operate to increase the Operating Budget without a written amendment thereto.

B. DEFINITIONS

As used throughout this Agreement, the following terms shall have the following meanings:

1. **Agreement** means this Contract for Services, which includes the General Provision, Special Provisions, Work Statement, Compensation, and all applicable attachments, exhibits, appendix, and any laws, rules, or regulations incorporated by reference.

2. **Assistant Director** means the Director of a specific Division within the Human Services Department.

3. **Board of Supervisors** means the Maricopa County Board of Supervisors.

4. **Contract Administrator** means the person administering this Agreement on behalf of the Department.

5. **Contract Specialist** means the liaison between the Department and the Subrecipient that is responsible for contract monitoring and technical assistance.

6. **County** means Maricopa County.

7. **Department** means the Maricopa County Human Services Department.

8. **Director** means the Director of the Maricopa County Human Services Department.

9. **Division** means a section of the Human Services Department.

10. **Fidelity Bond** means a bond to indemnify the Subrecipient against losses resulting from fraud or lack of integrity, honesty or fidelity of one or more employees, officers or other persons holding a position of trust.

11. **Intergovernmental Agreement** means an agreement entered between two or more public agencies for services, to jointly exercise any power common to them, or for joint or cooperative action to perform some or all of the services specified in their agreement as provided by A.R.S. § 11-952.

12. **Juvenile** means any person under the age of eighteen (18).

13. **Payment Bond** means a bond executed to assure payment as required by law of all persons performing work or providing materials in the execution of work provided in this Agreement.

14. **Performance Bond** means a bond executed to secure fulfillment of all of the Subrecipient's obligations under this Agreement.

15. **Program** means HOME subrecipients receive funds to carry out programs (e.g., downpayment assistance, homeowner rehabilitation, or tenant-based rental assistance programs, etc.), and not

to undertake specific projects. (Entities that carry out projects are generally owners, developers, or sponsors.) Work Statement include herein describe the Subrecipient programs to be administered.

16. **Program Manager** means the Assistant Director of a Division of Human Services.

17. **Projects** means HOME subrecipients that will commit home funds to projects in their jurisdictions.

18. **Provider** means any Subrecipient and/or Subrecipient providing services required by this Agreement.

19. **Public Agency** has the meaning prescribed by A.R.S. § 11-951.

20. **Subcontract** means any contract entered into by a Subrecipient with a third party for performance of any of the work or provision of any of the services covered by this Agreement.

21. **Subrecipient** means a public agency to administer all requirements of the HOME program and is the person, firm or organization listed on the Cover Page of this Agreement.

22. **Vendor** means an entity funded through the Subrecipient to provide services required by the Work Statement.

23. **Work Statement** means the section of this Agreement that contains a description of services to be delivered pursuant to this Agreement.

C. GENERAL REQUIREMENTS

1. The terms of this Agreement shall be construed in accordance with Arizona law and the applicable regulations of the United States Department of Housing and Urban Development (HUD). Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa County, Arizona.

2. The Subrecipient shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.

3. The Subrecipient is independent in the performance of work and the provision of services under this Agreement and is not to be considered an officer, employee or agent of the County.

4. Subrecipient shall comply with the regulations prohibiting a conflict of interest, and not make any payments, either directly or indirectly, to any person, partnership, corporation, trust or other organization that has a substantial interest in Subrecipient's organization or with which Subrecipient (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Subrecipient has made full written disclosure of the proposed payments to the Department and has received written approval therefore. For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

D. ACCEPTANCE OF FUNDS

Subrecipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to the County within 30 days of receipt unless Subrecipient received a written waiver of this requirement by the County.

E. AMENDMENTS

All Amendments to this Agreement shall be in writing, signed by authorized signers for both Parties, and be requested to the County no later than six (6) months prior to contract expiration.

F. ASSIGNMENT AND SUBCONTRACTING

No right, liability, obligation or duty under this Agreement may be assigned, delegated or subcontracted, in whole or in part, without the prior written approval of the Contract Administrator. Subrecipient shall bear all liability under this Agreement, even if it is assigned, delegated or subcontracted, in whole or in part, unless the Department agrees otherwise.

G. AVAILABILITY OF FUNDS

1. The provisions of this Agreement relating to the payment for services shall become effective when funds assigned for the purpose of compensating the Subrecipient, as provided herein, are actually available to the Department for disbursement. The Director shall be the sole authority in determining the availability of funds under this Agreement and the Department shall keep the Subrecipient fully informed as to the availability of funds.

2. If any action is taken by any State agency, federal department or any other agency or instrumentality to suspend, decrease or terminate its fiscal obligation under, or in connection with this Agreement, the Board of Supervisors may amend, suspend, decrease or terminate its obligations under or in connection with this Agreement. In the event of termination, the County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement. The Department shall give written notice of the effective date of any suspension, amendment, or termination under this section at least ten (10) calendar days in advance.

H. BUDGET ADJUSTMENTS

Subrecipient must receive prior written approval from the County to move funds from one Budget Activity Line Item to another. If the County agrees to the budget adjustments, the County shall follow section E of this Agreement to amend this Agreement. Any requests for reasonable budget adjustments must be submitted six (6) months prior to the expiration of this Agreement. Requests for adjustments to this Agreement must be supported by appropriate documentation. The Subrecipient shall not retain any funds drawn down in excess of immediate cash needs (to be used within 15 days of draw down) to cover subsequent requests for reimbursement, and must return them to the County within 30 days of receipt. The Subrecipient must also return to the County any interest that is earned on these funds that are drawn down and not expended for eligible costs within 15 days of draw down.

I. DISPUTES

1. Except as may otherwise be provided for in this Agreement, any dispute arising out of this Agreement that is not resolved between the Parties within a reasonable period of time, which shall not exceed one hundred twenty (120) days, shall be submitted in accordance with the following dispute resolution process.

2. Disputes must be in writing and filed with the Contract Administrator, if one has been appointed, or, if not, with the County Procurement Officer within ten (10) working days from the date the Subrecipient knew or should have known of the basis of the dispute. The Contract Administrator or County Procurement Officer, as applicable, shall respond in writing to the Subrecipient within fourteen (14) working days. The decision of the Contract Administrator or County Procurement

Officer shall be final and conclusive unless, within seven (7) working days from the date the Subrecipient receives the decision, Subrecipient files a written notice of appeal with the Director of the Materials Management Department of Maricopa County, who shall provide the Subrecipient with a written response within fourteen (14) working days following receipt of the Subrecipient's notice of appeal. The decision of the Director shall be final.

3. Pending a final decision of the Director of the Materials Management Department, the Subrecipient shall proceed diligently with the performance of this Agreement in accordance with the Contract Administrator or County Procurement Officer's decision.

J. DEFAULT AND REMEDIES FOR NONCOMPLIANCE

Notwithstanding anything to contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.

This Agreement may be immediately terminated by the County if the Subrecipient defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the Subrecipient's ability to perform any of its obligations under this Agreement. The County reserves the right to have service provided by persons other than the Subrecipient if the Subrecipient is unable or fails to provide required services with the specified time frame.

Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, has not been paid), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:

a. Nonperformance of any obligations required by this Agreement.
b. Noncompliance with any applicable federal, state, or local laws, rules or regulations, including HUD guidelines, policies, or directives.
c. Unauthorized expenditure of funds.
d. Violation of the applicable affordability period.
e. Improper disposition of resale or recapture proceeds.
f. Improper disposition of program income.
g. Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB circulars.
h. Noncompliance with recordkeeping, record retention, or reporting requirements.

Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, SUBRECIPIENT shall, without intent to limit or with restrictions, be subject to the following:

a. All awards of funding shall be immediately revoked, and any approvals related to the project described in the Special Provision or Work Statement shall be deemed revoked and canceled. Thereby, any entitlements to compensation after suspension or termination of this Agreement are similarly revoked and unavailable.
b. Not be relieved of any liability or responsibility associated with the Special Provision or Work Statement.
c. Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the SUBRECIPIENT at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under contract or rule.

d. Wavier of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.

K. TERMINATION

1. Either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) calendar days prior notice in writing (unless terminated by the Board of Supervisors under the Availability of Funds provision). The notice shall be given by personal delivery or by registered or certified mail, postage prepaid and return receipt requested.

2. This Agreement may be terminated by mutual written agreement of the Parties specifying the termination date therein.

3. The County has the right to terminate this Agreement upon twenty-four (24) hour notice when the County deems the health or welfare of the service recipients are endangered or Subrecipient's non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, this Agreement will terminate upon the expiration of the term of this Agreement stated on the Page One of this Agreement.

4. In accordance with 24 CFR § 85.43, COUNTY may suspend or terminate this Agreement if SUBRECIPIENT violates any term or condition of this Agreement or if SUBRECIPIENT fails to maintain a good faith effort to carry out the purpose of this Agreement.

5. COUNTY or SUBRECIPIENT may terminate this Agreement for convenience in accordance with 24 CFR § 85.44. Both Parties shall agree upon the termination conditions including the effective date of the termination. The party initiating the termination shall notify the other party in writing stating the reasons for such termination.

L. SEVERABILITY

Any provision of this Agreement that is determined to be invalid, void or illegal by a court shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions shall remain in full force and effect.

M. STRICT COMPLIANCE

The Department's acceptance of Subrecipient's performance that is not in strict compliance with the terms hereof shall not be deemed to waive the requirements of strict compliance for all future performance. All changes in performance obligations under this Agreement shall be in writing and signed by both Parties.

N. NON-LIABILITY

The County, its officers, representatives, agents and employees shall not be liable for any act or omission by the Subrecipient or Vendor or any officer, representative, agent or employee of Subrecipient or Vendor occurring in the performance of this Agreement, nor shall these entities be liable for purchases or contracts made by the Subrecipient, Vendor or any officer, representative, agent and employee of Subrecipient or Vendor, in connection with this Agreement.

O. RECIPROCAL INDEMNIFICATION

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees, expert witnesses' fees and other litigation costs) (hereinafter collectively referred to as "Claims") arising out of bodily injury (including death) of any person or property damage, but only to the extent that such claims, which result in vicarious 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.

P. **TECHNICAL ASSISTANCE**

The Department will provide reasonable technical assistance to the Subrecipient to assist in complying with State and federal laws, regulations and accountability for diligent performance and compliance with the terms and conditions of this Agreement and all applicable laws, regulations and standards. However, this assistance in no way relieves the Subrecipient of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.

Q. **SINGLE AUDIT ACT REQUIREMENTS**

Subrecipients in receipt of federal funds through the Department are subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. §§ 7501, *et seq.*). Subrecipients shall comply with OMB Circular A-133. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted within the twelve (12) months following the close of the fiscal year. Subrecipients shall take corrective actions within six (6) months of the date of receipt of the reports. The Department shall consider sanctions as described in OMB Circular A-133 for subrecipients not in compliance with the audit requirements.

R. **AUDIT DISALLOWANCES**

1. The Subrecipient shall, upon written notice thereof, reimburse the County for any payments made under this Agreement that are disallowed by a federal, State or County audit in the amount of the disallowance, as well as court costs and attorney's fees the County spends to pursue legal action relating to a disallowance. Court costs and attorney's fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.

2. If the County determines that a cost for which payment has been made is a disallowed cost, the Department will notify the Subrecipient in writing of the disallowance and the required course of action, which shall be at the option of the Department, either to adjust any future claim submitted by the Subrecipient by the amount of the disallowance or to require immediate repayment of the disallowed amount by the Subrecipient issuing a check payable to the County.

S. **STAFF AND VOLUNTEER TRAINING**

The Department may make available to the Subrecipient the opportunity to participate in any applicable training activities conducted by the Department.

T. **CLEAN AIR ACT**

If the total face value of this Agreement exceeds $100,000, the Subrecipient agrees to comply with all regulations, standards and orders issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §§ 7401, *et seq.*), to the extent any are applicable by reason of performance of this Agreement.

U. **LOBBYING**

1. No federal appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting 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 contract, grant, loan or cooperative agreement, the Subrecipient shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

V. RELIGIOUS ACTIVITIES

The Subrecipient agrees that none of its costs and none of the costs incurred by any Vendor will include any expense for any religious activity.

W. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services contributed by the County or the Subrecipient under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

X. COVENANT AGAINST CONTINGENT FEES

The Subrecipient warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the County may immediately terminate this Agreement without liability.

Y. SAFEGUARDING OF PARTICIPANT INFORMATION

The use or disclosure by any Party of any information concerning an applicant for, or recipient of, services under this Agreement is directly limited to the conduct of this Agreement. Subrecipient and its agents shall safeguard the confidentiality of this information, just as Subrecipient would safeguard its own confidential information. Subrecipient shall include a clause to this effect in all Subcontracts.

Z. RIGHTS IN DATA

The Parties shall have the use of data and reports resulting from this Agreement without cost or other restriction, except as otherwise provided by law or applicable regulation. Each Party shall supply to the other Party, upon request, any available information that is relevant to this Agreement and to the performance hereunder.

AA. COPYRIGHTS

If this Agreement results in a book or other written material, the author is free to copyright the work, but the County reserves a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, or otherwise use and to authorize other to use, all copyrighted material and all material which can be copyrighted resulting from this Agreement.

BB. PATENTS

Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to the Department for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

CC. CONTRACT COMPLIANCE MONITORING

The Department will monitor the Subrecipient's compliance with, and performance under, the terms and conditions of this Agreement and the applicable federal regulations promulgated by HUD. On-site visits for compliance monitoring may be made by the Department and/or its grantor agencies at any time during the Subrecipient's normal business hours, announced or unannounced. During an on-site visit, the Subrecipient shall make all of its records and accounts related to work performed or services provided under this Agreement available to the Department for inspection and copying.

DD. CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS

1. The Subrecipient shall, during the term of this Agreement, immediately inform the Contract Administrator in writing of the award of any other agreement or grant, including any other agreement or grant awarded by the County, where the award may affect either the direct or indirect costs being paid or reimbursed under this Agreement. Failure by the Subrecipient to notify the Department of such award shall be considered a violation of this Agreement and the County may immediately terminate this Agreement without liability.

2. The Contract Administrator may request, and the Subrecipient shall provide within a reasonable time, which shall not exceed ten (10) working days, a copy of such other agreement or grant, when in the opinion of the Contract Administrator the award of the agreement or grant may affect the costs being paid or reimbursed under this Agreement.

3. If the Contract Administrator determines that the award to the Subrecipient of such other agreement or grant has affected the costs being paid or reimbursed under this Agreement, the Contract Administrator will prepare an amendment to this Agreement effecting a cost adjustment. If the Subrecipient disputes the proposed cost adjustment, the dispute shall be resolved pursuant to the "Disputes" section contained herein.

EE. MINIMUM WAGE REQUIREMENTS

The Subrecipient warrants that it shall pay all its employees who are performing work or providing services under this Agreement not less than the minimum wage specified under Section 206(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201, *et seq*.).

FF. RECOGNITION OF DEPARTMENT SUPPORT

The Subrecipient shall give recognition to the Department, the County and the funding source for its support when the Subrecipient publishes materials or releases public information that is paid for in whole or in part with funds received by the Subrecipient under this Agreement.

GG. INSURANCE

The Subrecipient shall have in effect at all times during the term of this Agreement, insurance which is adequate to protect the County, its officers and employees, participants and equipment funded under this Agreement against such losses as are set forth below. The Subrecipient shall name the County as an additional insured party. The Subrecipient shall provide the Department with documentation of insurance coverage by furnishing the Contract Administrator a certificate of insurance or a certified copy of the insurance policy or other documentation that is required by the Contract Administrator.

1. The following types and amounts of insurance are required as minimum:

   a. Worker's Compensation according to statutory limits.
   b. Unemployment Insurance as required by Arizona Law.
   c. Public Liability, Bodily Injury and Property Damage;
      1) General Liability, each occurrence, $1,000,000
      2) Property Damage $1,000,000; or
      3) Combined single limit, each occurrence, $1,000,000 minimum.
   d. Automobile and Truck Liability, Bodily Injury and Property Damages:
      1) General Liability, each occurrence, $1,000,000
      2) Property Damage $1,000,000; or
      3) Combined single limit, each occurrence, $1,000,000 minimum.

e. Standard minimum deductible amounts are allowable. Any deductible amounts are the responsibility of the Subrecipient and reimbursement, if any, under this Agreement are subject to regulatory provisions of the funding source(s) of this Agreement.

f. Property or equipment purchased or furnished through funds provided under this Agreement shall be fully insured for the purchase or replacement cost of such property or equipment.

2. Subrecipients providing professional or semi-professional personal services for which malpractice or professional liability coverage is available, such as medical, psychiatric or legal services, shall carry minimum liability coverage of $1,000,000 each occurrence and provide the Department with proof of coverage.

HH. <u>BONDING</u>

1. The Subrecipient shall not receive any initial reimbursements under this Agreement in an amount greater than the Subrecipient's bonding limit. Subrecipient shall provide the Contract Administrator with documentation of required bonding.

2. Subrecipient shall have fidelity bonding of not less than the maximum amount of cash on hand or an amount equal to the initial reimbursement, whichever is greater.

3. Bonding requirements shall prevail throughout the term of this Agreement.

II. <u>GRIEVANCE PROCEDURE</u>

The Subrecipient shall establish a system through which applicants for, and recipients of, services may present grievances and may take appeals about eligibility and other aspects of the Subrecipient's work under this Agreement. The grievance procedure shall include provisions for notifying the applicants for, and recipients of, services of their eligibility or ineligibility for service and their right to appeal to the Department if the grievance is not satisfied at the Subrecipient's level.

JJ. <u>NONDISCRIMINATION</u>

The Subrecipient, in connection with any service or other activity under this Agreement, shall not in any way, discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Subrecipient shall include this clause in all of its Subcontracts.

KK. <u>EQUAL EMPLOYMENT OPPORTUNITY</u>

The Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex or national origin. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient shall, to the extent such provisions apply, comply with Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*); the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*); the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*); the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and Arizona Executive Order 99-4, which mandates that all persons shall have equal access to employment opportunities.

LL. <u>FINANCIAL MANAGEMENT</u>

The Subrecipient shall establish and maintain a separate, interest-bearing bank account for money provided under this Agreement, or an accounting system that assures the safeguarding and accountability of all money and assets provided under this Agreement. No part of the money deposited in the bank account shall be commingled with other funds or money belonging to the Subrecipient. All interest earned on the account shall be disposed of in a manner specified by the County in accordance with applicable State and federal regulations. The Subrecipient shall provide a signed bank account agreement authorizing the County to obtain information about the account. If an accounting system is used, it shall be in accord with generally accepted accounting principles.

MM. RETENTION OF RECORDS

1. This provision applies to all financial and programmatic records, supporting document, statistical records and other records of the Subrecipient that are related to this Agreement.
2. The Subrecipient shall retain all records relevant to this Agreement for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer, and the Department, federal and State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all of the records.

NN. ADEQUACY OF RECORDS

If the Subrecipient's books, records and other documents related to this Agreement are not sufficient to support and document that allowable services were provided to eligible participants, the Subrecipient shall reimburse the County for the services not supported and documented.

OO. COMPETITIVE BID REQUIREMENTS

1. Equipment
   If this Agreement is with other than a Public Agency, the Subrecipient shall obtain all equipment to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost pursuant to the following competitive bidding system:
   a. Procurements in excess of $300, but less than $1,000, require oral price quotations from two or more vendors. The Subrecipient shall keep and maintain a record of the vendors' verbal quotations. The Subrecipient's award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.
   b. Procurements exceeding an aggregate amount of $1,000 must be approved by the Contract Administrator. At least three (3) bidders shall be solicited to submit written quotations. The Subrecipient shall solicit written quotations by issuing a Request for Quotation to at least three (3) vendors. The award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.
2. Supplies
   If this Agreement is with other than a Public Agency, the Subrecipient shall obtain all supplies to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost and pursuant to a system of written quotes whenever the price is expected to be greater than $300, unless the Subrecipient obtains the Contract Administrator's prior written approval to purchase supplies by an alternate method.
3. Minority, Women and Small Business Enterprises
   The Subrecipient shall take affirmative steps to provide an opportunity for minorities, women, and small businesses to compete in the procurement of equipment and supplies under this Agreement.
4. Bidding Procedures
   If the Subrecipient is a Public Agency, the Subrecipient's own bidding procedures shall govern.
5. Funding source requirements relating to competitive bid procedures may supersede any or all subparts of this clause and will be specified in the Special Provisions Section of this Agreement.

PP. **PROPERTY**

Any property furnished or purchased pursuant to the terms of this Agreement shall be utilized, maintained, repaired and accounted for in accordance with instructions furnished by the Department, and shall revert to the County upon termination of this Agreement, unless the Contract Administrator determines otherwise. The costs to repair such property are the responsibility of the Subrecipient within the limits budgeted herein. Repair costs beyond the budgeted amount shall be approved by the Contract Administrator.

QQ. **IMMIGRATION REFORM AND CONTROL COMPLIANCE**

Subrecipient understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (Pub. L. No. 99-603) ("IRCA"). Subrecipient shall comply with the IRCA in performing under this Agreement and shall grant the County access to inspect its personnel records to verify such compliance.

RR. **DRUG FREE WORKPLACE ACT**

The Subrecipient agrees to comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701, *et seq.*), which requires that subrecipients and grantees of federal funds must certify that they will provide drug-free workplaces. This certification is a precondition to receiving a grant or entering into this Agreement.

SS. **GOVERNOR'S EXECUTIVE ORDER NO. 88-26**

The Subrecipient is required to use the Arizona Taxonomy of Human Services for reporting and contracting purposes.

TT. **STATUTORY RIGHT OF CANCELLATION**

Notice is given that pursuant to A.R.S. § 38-511, the County may cancel this Agreement without penalty or further obligation within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the County is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other Party to this Agreement in any capacity or consultant to any other Party of this Agreement with respect to the subject matter of this Agreement. The County may also recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of this County from any other Party to this Agreement arising as the result of this Agreement.

UU. **EMPLOYMENT DISCLAIMER**

This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

The Parties agree that no individual performing under this Agreement on behalf of the Subrecipient is to be considered a County employee, and that no rights of County civil service, County retirement, or County personnel rules shall accrue to such individual. The subrecipient shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold the County harmless with respect thereto.

VV. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION**

The undersigned by signing and submitting this Agreement has the authority to certify the Subrecipient to the terms, representations and/or warrants of this Certification. The (put in name of the organization)

("Subrecipient"), defined as the primary participant in accordance with 45 C.F.R. Part 76, certifies to the best of its knowledge and belief that it and its principals:

1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

2 have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3 are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

4 have not within a 3-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.

5 shall immediately notify the Department if, at any time during the term of this Agreement, it is debarred, suspended, declared ineligible, or voluntarily excluded from participation, The Department may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.

6 shall not enter into a subcontract or sub-recipient agreement with a person or organization that is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The Department may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.

The Subrecipient shall include without modification this Certification's language, entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," with all subgrantees or other subrecipients; in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 45 C.F.R. Part 76.

Should the Subrecipient not be able to provide this Certification, an explanation as to why shall be immediately provided to the Department, Attention: Ursula Strephans, 234 N. Central Ave., Third Floor, Phoenix, AZ 85004.

WW. <u>VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES § 23-214 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS</u>

By entering into this Agreement, the Subrecipient represents and warrants compliance with the Immigration and Nationality Act (8 U.S.C. §§ 1101, *et seq.*) (INA) and all other federal and State immigration laws and regulations related to the immigration status of its employees. The Subrecipient shall obtain statements from its Vendors certifying compliance and shall furnish the statements to the Department upon request. These representations and warranties shall remain in effect throughout the term of this Agreement. The Subrecipient and its Vendors shall also maintain Employment Eligibility Verification forms (I-9), as required by the U.S. Department of Labor's Immigration Reform and Control Act of 1986 (Pub. L. No. 99-603), for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The Subrecipient warrants that it is in compliance with A.R.S. § 41-4401 (e-verify requirements) and further acknowledges:

1. That Subrecipient and its Vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;

2. That a breach of a warranty under subsection 1 above, shall be deemed a material breach of this Agreement and the County may immediately terminate this Agreement without liability;

3. That the County and any contracting government entity retains the legal right to inspect the papers and employment records of any Subrecipient or Vendors employee who works on this Agreement to ensure that the Subrecipient or Vendors is complying with the warranty provided under subsection 1 above and that the Subrecipient agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection.

SECTION II

SPECIAL PROVISIONS

Maricopa County

Human Services

A. EFFECT

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement is in conflict with the General Provisions or the Special Provisions, then the Work Statement shall control. To the extent that the Compensation Provisions are in conflict with the General Provisions, Special Provisions or Work Statement then the Compensation Provisions shall control.

B. DEFINITIONS

As used throughout this Section as a supplement to Definitions in Section I, the following terms shall have the following meanings:

1. **HUD** means U.S. Department of Housing and Urban Development
2. **CDBG** means Community Development Block Grant Program
3. **HOME** means HOME Investment Partnership Program
4. **COUNTY** means Maricopa County Human Services Department, Community Development Division
5. **CD** means Community Development
6. **Admin Manual on CD** means Administrative Manual on Compact Disk produced by the Human Services Department/Community Development Division
7. **CDAC** means Community Development Advisory Committee
8. **BOS** means Maricopa County Board of Supervisors

C. STANDARDS

The SUBRECIPIENT shall perform the work and provide the services as identified in the Work Statement and shall immediately notify the Contract Administrator whenever the SUBRECIPIENT is unable to, or anticipates an inability to, perform any of the work, or provide any of the services required by the terms of this Agreement. The SUBRECIPIENT acknowledges that any inability to perform the work and provide the services, or comply with the standards set forth in this Agreement may subject the SUBRECIPIENT to the remedies provided in the Default and Remedies for Noncompliance established by the General Provisions.

D. COMPLIANCE WITH LAWS, RULES & REGULATIONS

This Agreement and the Parties hereto, are subject to all applicable federal, state, or local laws, rules, and regulations. The SUBRECIPIENT shall comply with all applicable laws, rules and regulations, without limitation to those designated within this Agreement. Refer to the Default and Remedies for Noncompliance provided in the General Provisions.

E. GENERAL PROVISIONS, SECTION I, SUPERSEDED IN SPECIAL PROVISIONS, SECTION II

"LL Financial Management" is superseded in Special Provisions

"RR Governor's Executive Order No. 88-26" is deleted

F. AUDIT REQUIREMENTS

The SUBRECIPIENT shall, at its own expense, file with the Human Services Department/Community Development Division by March 30th, either:

Audited financial statements prepared in accordance with federal single audit requirements; or,

Financial statements prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant.

G. SPECIAL FEDERAL AND PROJECT PROVISIONS

1. PROGRAMS: In accordance with HOME Program regulations, the SUBRECIPIENT agrees to implement the Program fully as described in each Work Statement in accordance with the terms of the Five-Year Consolidated Plan and the Annual Action Plan submitted by the COUNTY to HUD for funds to carry out the Program and the Certifications which were submitted concurrently with the Annual Action Plan to HUD, and with any Cooperation Agreements with the Municipality (as

applicable). The Annual Action Plan is hereby incorporated by reference into this Agreement. In summary, the Program is described in Work Statement, Section III. The SUBRECIPIENT shall be responsible to provide various reports of all activities related to the Scope of Work. The SUBRECIPIENT agrees to submit to the COUNTY Performance Reports:

a. Quarterly Program Income Report and Supporting Documentation due on the 25th of July, October, January and April.
b. Quarterly Progress Reports due on the 25th of July, October, January and April of the preceding three months (i.e. July report cover the months of April, May and June)and address all programs described in the scope of work. Failure to submit timely Quarterly Progress Reports (which include beneficiary information) will result in suspension of payment reimbursement requests until all reports are brought current. Rental activities quarterly reports are continually due for rental projects to ensure that all beneficiary data is regularly updated with beneficiary information during lease-up along with vacant unit reports. Within six months from the date of project completion, if a rental unit remains unoccupied, the Subrecipient must provide the County information about current marketing efforts and, if appropriate, an enhanced plan for marketing the unit so that it is leased as quickly as possible. Within 18 months from the date of project completion, if efforts to market the unit are unsuccessful and the unit is not occupied by an eligible tenant, HUD will require repayment of all HOME funds invested in the unit. A unit that has not served a low- or very low-income household has not met the purposes of the HOME program. Therefore, the costs associated with the unit are ineligible. This tracking provides the County with early notice of any units at risk of going unrented as described in §92.252.
c. Request for Payment Reimbursement on the County required form and must include all supporting documentation and have a Match Log and supporting documentation;
d. HOME Setup and HOME Completion Report.;
e. MBE/WBE information; and
f. Other HUD-required reporting data as applicable shall be submitted.

2. <u>PROGRAM INCOME</u>: All income received from HOME Funds shall be considered program income and subject to the requirements set forth in HOME Program regulations. Program Income includes, but is not limited to: [1] payments of principal and interest on loans. Program Income may be retained and used by the SUBRECIPIENT subject to the following conditions: [1] program income shall be tracked by the SUBRECIPIENT and accounted for in a separate fund or account; [2] program income funds shall be expended for eligible program expenses before additional HOME Funds are requested; [3] documentation supporting the amount of program income received and expended shall be submitted the 25th of quarterly to the County; and [4] a yearly program income log that states program income received and expended shall be submitted at the end of each fiscal year, June 30th. Program income that is not expended at the end of this Agreement shall be sent to the COUNTY in accordance with 24 CFR § 92.503 within 30 days of receipt.

3. <u>REAL PROPERTY ACQUIRED or IMPROVED WITH HOME FUNDS:</u> Upon expiration of this Agreement, any real property under the Subrecipient control that was acquired or improved in whole or in part with HOME funds must be occupied by low and/or very low income households and in compliance with HOME occupancy limits and must meet the requirements to qualify as affordable housing subject to encumbrances and obligations described in any applicable recorded covenants running with the land. The option to use deed restrictions or covenants running with the land must include period of affordability set forth in §92.252.
4. <u>DEOBLIGATION:</u> The County may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances:
   a. The Subrecipient completes performance under the Scope of Work without using all funds provided by the County under this Agreement;
   b. This Agreement expires all funds are expended and ;

c. The County original allocation was a loan and the Subrecipient paid the loan;
d. Cancelled or changed an Program required under the Work Statement for reasons other than non-performance;
e. This Agreement has otherwise been terminated. The County may deobligate funds under this Agreement under the foregoing circumstances upon written notice to the Subrecipient.

5. REDUCTION IN FUNDS: The County may reduce funds from the amount of the funding award evidenced by this Agreement, under the following circumstances: 1) The County determines that the Subrecipient failed to use the funds provided by the County under this Agreement in compliance with the terms and conditions outlined herein; or 2) the Subrecipient fails to perform in accordance with the performance obligations set forth in the Statement of Work and Project Schedule or the terms of this Agreement. The County may reduce funds under this Agreement under the foregoing circumstance upon written notice to the Subrecipient.

6. REPAYMENT OF FUNDS: Subrecipient agrees to repay funds provided under this Agreement in compliance with the terms of this Agreement or the requirement of applicable laws and regulations. The County may specify in writing, the terms of the repayment or alternative terms in lieu of repayment however in no case shall repayment or alternative terms be accomplished later than one hundred eight (180) days following the written determination of noncompliance by the County.

7. FUNDS REMAINING AT EXPIRATION: Upon expiration of the Agreement, the Subrecipient shall transfer to the County any unexpended funds advanced to the Subrecipient by the County under this Agreement.

8. ADMINISTRATIVE REQUIREMENTS: In accordance with federal regulations, including 24 CFR § 92 et seq., the COUNTY is responsible for ensuring the administration of HOME Program Funds in accordance with all program requirements.
   a. FINANCIAL RECORDS: SUBRECIPIENT accounting system and financial records shall comply with the applicable requirements and standards of OMB Circulars A-110, A-122, A-133 and 24 CFR Part 225. Such systems shall be subject to monitoring from time to time by the COUNTY or by HUD.
      i. The SUBRECIPIENT agrees to adhere to accounting principles and procedures, to utilize adequate internal controls and maintain necessary source documentation for all costs incurred. The SUBRECIPIENT further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).
      ii. SUBRECIPIENT is to adhere to applicable audit requirements as described and in accordance with OMB Circular A-133. In addition, all SUBRECIPIENTS must provide annual single-audit reports or annual audited financial statements to the COUNTY.
      iii. SUBRECIPIENT is to adhere to the repayment of investment requirements set forth in 24 CFR § 92.503. Any HOME Funds invested in housing that does not meet the affordability requirements for the period specified in § 92.252 or § 92.254, as applicable, must be repaid in accordance with 24 CFR § 92.503(b)(3).
   b. DOCUMENTATION AND RECORD KEEPING:
      i. Records to be Maintained The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR § 92.508 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
         1. Records demonstrating that the SUBRECIPIENT is and remains a qualified SUBRECIPIENT;
         2. Records providing a full description of each projects undertaken and its impact;

3. Records required determining the eligibility of activities;
4. Records which demonstrate compliance with environmental review requirements;
5. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance (Properties retained shall continue to meet eligibility criteria);
6. Records which demonstrate citizen participation;
7. Records which demonstrate compliance regarding acquisitions, displacement, relocation and replacement housing;
8. Records demonstrating continuing compliance for all activities and/or compliance with resale or recapture provisions of the affordability standards;
9. Records documenting compliance with the fair housing and equal opportunity components of the HOME program;
10. Financial records as required by OMB Circular A-110;
11. Other records necessary to document compliance with HOME requirements;
12. Records documenting compliance with Section 3 of the Housing Development Act of 1968;
13. Records which demonstrate compliance with deeds of trust, promissory notes, and forgivable loans associated with owner-occupied housing activities;
14. Records supporting that the SUBRECIPIENT has maintained client data demonstrating clients served meet the income and other criteria required by federal law and that no unlawful discrimination occurs in the solicitation or selection process of low income persons or groups and that no conflict of interest exists.
15. All Applicable Federal, State and local laws and regulations, including compliance with ARS § 1-501 and § 1-502 (Attachment A).

ii. <u>Outcome Measures</u> – The SUBRECIPIENT shall maintain data that supports the accomplishment of the desired outcomes as indicated in the Work Statement.

iii. <u>Disclosure</u> – The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the COUNTY's or SUBRECIPIENT's responsibilities with respect to services provided under this Agreement is prohibited unless written consent is obtained from such person receiving service.

iv. <u>Activity Reports</u> – Such reports as required by the COUNTY including, but not limited to HOME Setup/Completion Report, Quarterly Progress Reports, Quarterly Program Income Reports, Match Reports, MBE/WBE information, and other HUD-required reporting data as applicable shall be submitted in accordance with the Administrative Manual on CD at the completion of each Program which is described under the Scope of Work.

v. <u>Audits and Inspections</u> – All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the COUNTY, their designees or the Federal Government, at any time during normal business hours, as often as the COUNTY deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any relevant deficiencies noted in audit reports must be addressed by the SUBRECIPIENT within 45 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments. The SUBRECIPIENT hereby agrees to have an Annual Audit conducted in accordance with Administrative Manual on CD concerning SUBRECIPIENT audits. The Annual Audit requirement is applicable to all levels of funding received by SUBRECIPIENTS via this Agreement, even if the level of funding is less than the current thresholds cited in OMB Circular A-133.

vi. Performance Monitoring – The COUNTY shall monitor the SUBRECIPIENT to determine if HOME-funded activities are implemented and administered in accordance with all applicable federal requirements and gauge performance of the SUBRECIPIENT against goals and performance standards required herein. SUBRECIPIENT will prepare for monitoring and assure all required files and documentation are available at scheduled monitoring as set forth in the HOME Consortium Monitoring Current Practices. Failure of SUBRECIPIENT to administer, implement and perform as determined by federal regulations and COUNTY shall constitute non-compliance with this Agreement. Non-compliance is a violation of this Agreement and may result in the withholding of future payments.

vii. Policy/Administrative Manuals Use - SUBRECIPIENT agrees to be familiar with and comply with the policies/procedures established in the most recent Administrative Manual on CD. Noncompliance with the Administrative Manual on CD shall constitute a breach of contract.

9. ENVIRONMENTAL REVIEW CONDITIONS: Completion of the Environmental Review Record (ERR) is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as administration may be taken and reimbursed by the County prior to receiving a written release of HOME funds to the Subrecipient. Exempt activities described in § 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in an activity, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD and/or the County provides written authorization based on approval of an ERR.

An option agreement (to purchase land or a single family residence) on a proposed site or property is allowable prior to the completion of the environmental review if the option agreement is contingent upon a HUD authorization to use fund based on a completion ERR. The cost of the option must be a nominal portion of the purchase price.

a. The SUBRECIPIENT agrees to comply with: the National Environmental Policy Act of 1969 (P.L. 91-190) pursuant thereto 40 CFR Parts 1500 – 1508; Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities pursuant thereto Title 24 CFR Part 58, Subpart A; CPD Notice 01-11 HOME Environmental Review Requirements and with all conditions required in the process of the environmental assessment.

b. Air and Water - The SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this Agreement.

   i. Clean Air Act, 42 USC § 7401, *et seq*., as amended.

   ii. Federal Water Pollution Control Act, as amended, 33 USC § 1251, *et seq*., as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308 and all regulations and guidelines issued thereunder.

   iii. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

   iv. SUBRECIPIENT agrees to comply with conditions set forth by the Air Quality Department or other COUNTY agency, as required.

c. Flood Disaster Protection - In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC § 4001), the SUBRECIPIENT shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes. The homeowner must obtain and maintain flood insurance as a condition of funding, or funds may not be utilized.

d. Historic Preservation - The SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC §

470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that is listed or eligible for the National Register of Historic places, or included on any state or local historic property inventory or any archaeological findings.

e. Release Of Funds (ROF) - No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record (ERR) must be completed before any funds are obligated. Funding is also conditioned upon the completion of the ERR of every activity site by address. The responsibility for certifying the appropriate Environmental Review Record and ROF shall rest with the COUNTY. It is the responsibility of the SUBRECIPIENT to notify the COUNTY, and to refrain from making any commitments and expenditures on a site until a Release of Funds has been issued by the COUNTY. Failure to meet these conditions will mean that requested funds will not be disbursed.

10. THE SUBRECIPIENT CERTIFIES:
   a. That it is a municipality that meets the applicable requirements of the HOME Program.
   b. That it possesses legal authority to execute this Agreement.
   c. That its governing body has duly adopted or passed as an official act, a resolution, motion, or similar action authorizing the person identified as the official representative of the SUBRECIPIENT to execute this Agreement and to comply with the terms of this Agreement.
   d. That the activity described shall be carried out and services administered in compliance with all federal laws and regulations as follows:
      i. SUBRECIPIENTS that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments "OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations": and with 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".

11. ADDITIONAL CERTIFICATIONS, WARRANTIES, AND AGREEMENTS:
   a. The Parties to this Agreement agree that they will utilize and make available the HOME funds in conformity with the non-discrimination and equal opportunity requirements set out in the HUD regulations in the National Housing Affordability Act. These regulations listed in 24 CFR §§ 92.350-92.454 include:
      i. The requirements of the Fair Housing Act, 42 CFR §§ 3601-20, and implementing regulations at 24 CFR Part 100: Executive Order 11063 (Equal Opportunity in Housing) as amended by Executive Order 12259 (3 CFR, 1958-1963 Come, p. 652 and 3 CFR 1980 Come. p. 307) and implementing regulations at 24 CFR §107: and Title VI of the Civil Rights Act of 1694, 42 U. S. C. § 2000d, and implementing regulations at 24 CFR Part 1 (Nondiscrimination in Federally Assisted Programs);
      ii. Executive Order 13166 entitled "Improving Access to Services for Persons with Limited English Proficiency" pursuant to Title VI of the Civil Rights Act;
      iii. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and the regulations at 24 CFR § 146;
      iv. The prohibitions against discrimination on the basis of handicap under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations at 24 CFR Part 8; and, Americans with Disabilities Act 1990;
      v. The requirements of the Executive Order 11246 (Equal Employment Opportunity) and the regulations issued under the Order at 41 CFR Chapter 60 (3 CFR §§ 1964-65, Come, p. 339);

vi. The requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1702u (Employment Opportunities for Business and Lower Income Persons in Connection with Assisted Activities); and

vii. The requirements of Executive Orders 11625 and 12432 regarding Minority Business Enterprise, and 12138 regarding Women's Business Enterprise, and Regulations S. 85.36 (e) and of Section 281 of the National Housing Affordability Act.

b. The Parties to this Agreement agree that they will prepare and adopt acceptable procedures and requirements for affirmatively marketing units in the HOME Activities, when HOME assisted housing contains 5 or more rental units, by providing information about the availability of HOME-assisted units that are vacant at the time of completion or that later become vacant. The parties agree that they will make good faith efforts to provide information and to otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market to the available housing during the period of affordability. These procedures and requirements are not applicable when units are occupied by families referred from a Public Housing Authority's (PHA) waiting list, or to families receiving tenant-based rental assistance provided from HOME funds.

c. HOME funds may not be used for operations or modernization of public housing projects financed under the Housing Act of 1937.

d. COUNTY, as the participating jurisdiction, assumes all the responsibilities for environmental review, decision making, and action under the National Environmental Policy Act of 1969 (42 U.S.C. § 4321) and the other provisions of the law that would apply to HUD were HUD to undertake such Activities as Federal Activities in accordance with 24 CFR Part 58. The COUNTY will assume the responsibilities for the Request for Release of Funds. The SUBRECIPIENT agrees not to commit or incur any expenditures for HOME activities until this environmental review process has been completed. Should it be determined that the SUBRECIPIENT has incurred expenses in violation of the NEPA requirements, the SUBRECIPIENT will be responsible for the full costs for such expenditures and repayment of any related reimbursements. The SUBRECIPIENT agrees to provide all necessary assistance to the COUNTY in completing this environmental review process.

e. The Parties to this Agreement agree to abide with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. §§ 4291-4655) and the governmental implementing regulations at 49 CFR Part 24 as they apply to this HOME Program.

f. The Parties to this Agreement agree to abide with the Davis-Bacon Act (40 U.S.C. § 276a-5) and the Agreement Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333).

g. The Parties to this Agreement agree to abide by the Flood Disaster Protection Act of 1973 (42 U.S.C. §§ 4001-4128) as they apply to this HOME Program.

h. The Parties to this Agreement agree to abide by the Drug-Free Workplace Act of 1988 as it applies to the HOME Program.

i. Housing assisted with HOME funds constitutes HUD-assisted housing for the purposes of the Lead-Based Paint Poisoning Prevention Act (42.U.S.C. § 4821. et seq.) and is therefore subject to 24 CFR Part 35.

j. No person who is an employee, agent, consultant, officer or elected official, or appointed official who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME assisted activity, either for themselves or those whom they have family or business ties, during their tenure or for one year thereafter.

k. The SUBRECIPIENT warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges

i. That the SUBRECIPIENT and its subcontractors/vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214 (A);

ii. That a breach of a warranty under subsection a above, shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contact;

iii. That the COUNTY retains the legal right to inspect the employment papers of any subrecipient or vendors employee who works on the Agreement to ensure that the subrecipient or vendor is complying with the warranty provided under subsection a above and that the subrecipient agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection; and

iv. That nothing herein shall make any subrecipient, or vendor an agent or employee of the COUNTY;

l. That the Administrative Manual on CD shall be made accessible to all applicable SUBRECIPIENT staff.

12. REGARDING SUBCONTRACTS AND VENDORS:

a. Approvals – The SUBRECIPIENT shall not commit to any pre-Agreement costs or enter into any subcontract(s) with any agency or individual in the performance of this Program without the Release of Funds (ROF) from the COUNTY prior to the execution of such Agreement.

b. Selection Process – The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement are awarded on a fair and open competitive basis. Executed copies of all subcontracts shall be forwarded to the COUNTY along with documentation, if requested concerning the selection process.

c. Section 3 of the Housing and Urban Development Act of 1968 – The SUBRECIPIENT shall include the Section 3 clause in every subcontract and shall take appropriate action pursuant to the subcontract upon a finding that the vendor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT shall not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR § 135. The Subrecipient has the responsibility of determining Section 3 eligibility.

d. Monitoring – The Subrecipient shall monitor/review all subcontracted services on an annual basis to assure contract compliance. Results of monitoring efforts shall be summarized in Quarterly Progress Reports and supported with documented evidence, if requested, of follow-up actions taken to correct areas of noncompliance.

13. THE COUNTY CERTIFIES:

a. That the public purpose is served by the financial participation of the COUNTY in the Statement of Work.

b. That the HOME Program funds designated for the Statement of Work constitutes reasonable and prudent assistance necessary for completion of the Program.

ACTIVITY COMPLETION Upon completion of the Work Statements, all unspent HOME resources shall be forfeited to the COUNTY for reallocation as defined by Maricopa HOME Consortium Policies and Procedures. The SUBRECIPIENT shall continue to be responsible for compliance activities until all HOME requirements and contractual obligations are met including affordability restrictions. The Subrecipient obligation shall not end until all close-out requirements are completed. The COUNTY will notify the Subrecipient in writing that a Completion Report is due to the COUNTY within sixty (60) days of one of the following occurrences:

a. Funds have been expended for the activity;
b. The Scope of Work has been completed;
c. The contract period set forth in this Agreement has expired; or
d. The Agreement has otherwise been terminated.

Following the receipt and approval of the Completion Report for each activity, the County will notify the Subrecipient in writing that each activity is closed.

14. FAILURE TO MAKE PROGRESS Failure of the Subrecipient to make progress according to the Schedule of Completion may result in contract termination, deobligation of funds or recapture of funds. Subrecipient agrees to meet with the County at the site in which the funded activity is taking place to discuss progress and allow the County to provide technical assistance if:
    a. The Subrecipient fails to begin work on its Environmental Review pursuant to section 5 within sixty (60) calendar days from the date the County executes this Agreement;
    b. The Subrecipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the execution date of this Agreement.
    c. The County will terminate any Agreement and recapture funds from the same Agreement in which the Subrecipient does not commence any of the activities described in the Statement of Work or fails to expend any funds in accordance with the Compensation within one-hundred eighty (180) calendar days from the full execution dated of this Agreement. The County in its sole discretion may forgo providing technical assistance and recapture funds as outlined in this Agreement under Section I hereof and/or terminate Agreement for cause pursuant to Section I of this Agreement.

15. GENERAL CONDITIONS:
    a. It is expressly understood by the parties hereto that this Agreement has been negotiated and executed in anticipation of receipt of funds by the County from HUD pursuant to the HOME Program and that therefore, the terms, conditions and sums payable under this Agreement are subject to any changes or limitations which may be required by HUD and the HOME Program regulations. Notwithstanding any other provisions of this Agreement, any payment to SUBRECIPIENT by County under this Agreement is contingent upon the actual receipt of funds from HUD.
    b. Both parties acknowledge that no member of the governing body, nor any employee of the County who exercises any functions or responsibilities in connection with the carrying out of the activity to which this Agreement pertains, has any personal interest direct or indirect in this Agreement.
    c. The County may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations and in compliance with the procedures in the Administrative Manual on CD. Such amendments shall not invalidate this Agreement nor relieve or release the County or Subrecipient from its obligations under this Agreement. Amendments shall be filed with the original Agreement.
    d. Changes – The County may, at any time, by written order, make changes within the general scope of this Agreement in any one or more of the following areas:
        i. Scope of Work activities reflecting changes in Federal, State, County or local regulations, policies or requirements;
        ii. Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by HUD or local regulations, policies or requirements. It is the responsibility of the SUBRECIPIENT to ensure the latest documents are consulted and followed.
        iii. Increase/decrease Agreement funding per Consortium/CDAC/BOS policies.
    e. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
    f. SUBRECIPIENT agrees to be familiar with, update as necessary, and comply with the policies/procedures established in the most recent CDAC/BOS Manual and all provisions in the most recent Administrative Manual on CD. Non-compliance with the Administrative Manual on CD shall constitute a breach of contract.
    g. SUBRECIPIENT agrees to give all notices and comply with all laws, ordinances, and rules, building codes, regulations and lawful orders of any public authority bearing on the

performance of activities pursuant to this Agreement. If the SUBRECIPIENT observes that any of the Agreement documents are in conflict with any laws, statutes, building codes and/or regulations, it shall promptly notify the County, in writing, and any necessary changes shall be accomplished by appropriate written modification.

h. Should the SUBRECIPIENT perform any work knowing it to be contrary to applicable laws, ordinances, rules, building codes and/or regulations, it shall assume full responsibility, therefore, and shall bear all cost incurred due to its negligence. Any dispute not disposed of by mutual agreement by the parties hereto shall be decided in accordance with the applicable Arizona laws, ordinances, and codes of the state and local governments.

i. Acknowledge the contribution of the Maricopa Urban County HOME Program in all published literature, brochures, programs, flyers, etc., during the term of the Agreement.

j. Execute and abide by Certifications mandated by HOME Program requirements as listed in HOME CERTIFICATIONS.

16. <u>REVERSION OF ASSETS</u>: Upon expiration of this Agreement, the SUBRECIPIENT shall transfer all remaining unspent funds or the value of other assets as defined by the terms of affordability (Attachment III) relating to the HOME Program to the County. A written letter of intent to terminate must be submitted to the County a minimum of 30 days prior to termination of Agreement.

SUBRECIPIENT HOME CERTIFICATION

In accordance with the provisions of the Home Investment Partnerships Act and with 24 CFR 92.150 of the Home Investment Partnership Program Rule, the SUBRECIPIENT certifies that:

(A) Before committing any funds to a activity, the SUBRECIPIENT will evaluate the activity in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

(B) The SUBRECIPIENT will only utilize HOME funds to pay for eligible activities and costs of those activities permitted in 24 CFR 92.205 through 92.209 and not specifically prohibited under 92.214.

(C) The SUBRECIPIENT understands tenant-based rental assistance is an element of the Consolidated Plan. However, tenant-based rental assistance must be approved as part of an original application for project funding.

(D) The submission of the program description is authorized under State and local law (as applicable), and that the SUBRECIPIENT possesses the legal authority to carry out the Home Investment Partnership (HOME) Program, in accordance with the HOME regulations;

(E) The SUBRECIPIENT will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations and the requirements of 24 CFR 92.353;

(F) The SUBRECIPIENT will use HOME funds pursuant to its Consolidated Plan(s) approved by the U.S. Department of Housing and Urban Development HUD and all requirements of 24 CFR Part 92;

(G) The SUBRECIPIENT will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
   - (a) The dangers of drug abuse in the workplace;
   - (b) The participating jurisdiction's policy of maintaining a drug-free workplace;
   - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
   - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
   - (a) Abide by the terms of the statement; and
   - (b) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the County in writing, within ten calendar days after receiving notice under paragraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph 4(b), with respect to any employee who is so convicted

(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

(H) To the best of its knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the County, to any person for influencing or attempting 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 the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 this Federal grant, loan, or cooperative agreement, the SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and
3. The SUBRECIPIENT will require that the language of paragraph (F) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and agreements under grants, loans, and cooperative agreements) and that all Vendors shall certify and disclose accordingly.

(I) The SUBRECIPIENT shall, upon proper notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, its employees, officials, successors, assigns, subrecipients, or vendors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

______________________________	______________________
Signature (SUBRECIPIENT Representative)	Date
______________________________	______________________
Printed/Typed Name	Title

JURISDICTION CERTIFICATION

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction shall affirmatively further fair housing, which means it shall conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It shall comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace -- It shall or shall continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that shall be taken against employees for violation of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about -
   (a) The dangers of drug abuse in the workplace;
   (b) The grantee's policy of maintaining a drug-free workplace;
   (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee shall -
   (a) Abide by the terms of the statement; and

   (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
   (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

   (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or shall be paid, by or on behalf of it, to any person for influencing or attempting 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting 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 this Federal contract, grant, loan, or cooperative agreement, it shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It shall require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all sub awards at all tiers including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all SUBRECIPIENTs shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It shall comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Signature/Authorized City Official	Date
Printed/Typed Name	Title
City Name	

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.

2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

4. Workplace identifications must include the actual address of buildings (or parts of buildings)~~,~~ or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).

6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ___ if there are workplaces on file that are not identified here.

The certification with regard to the drug free-workplace is required by 24 CFR Part 24, subpart F.

7. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent subrecipients not on the grantee's payroll; or employees of SUBRECIPIENTs or vendors in covered workplaces).

ATTACHMENT A

Maricopa County Human Services Department
HB2008 Working Procedures
January 2010

The Arizona State Legislature passed HB2008 (ARS § 1-501 and § 1-502) which states that public benefits shall only be provided to eligible applicants who are citizens of the United States, or are Qualified Non-Citizens. Therefore:

- All applicants authorized to receive public benefits must provide documentation of their lawful presence in the United States through a verification process.

- All eligible applicants must also execute a sworn affidavit stating that the documentation provided during the verification process to prove citizenship or qualified non-citizen is true.

- Employees of Maricopa County and its subcontracted entities are required to report "discovered violations" of federal immigration law.

Maricopa County Human Services Department (MCHSD) is committed to administering the new law completely and fairly. This set of procedures and forms establishes policy for all employees and subcontracted Community Action Program (CAP) agencies to follow.

The public benefits that have been identified by the funding sources as services subject to this requirement include:

- Neighbors Helping Neighbors (NHN)
- Short Term Crisis Services/TANF (STCS/TANF)
- Low Income Home Energy Assistance Program (LIHEAP) (including weatherization)
- Department of Energy (DOE) Weatherization
- Arizona Department of Housing/Housing Trust Fund (ADOH/HTF)
- Housing and Urban Development (HUD) Emergency Shelter Grant Program (ESGP)
- Housing and Urban Development (HUD) Homeless Prevention & Rapid Re-Housing Program (HPRP)

The law requires that MCHSD employees and subcontracted agencies perform three distinct steps prior to providing services to authorized or eligible applicants for these specified funded services. Those key steps are:

1. Request evidence of U.S. citizenship and/or immigration status of the <u>authorized</u> or <u>eligible</u> applicant or child if STCS/TANF.
2. Require eligible applicants to execute a sworn affidavit stating the documentation provided is true.
3. Report violations of Federal Immigration law to the Federal Immigration Authorities

It is very important that all employees and vendors strictly follow this policy in all cases. HB2008 (ARS § 1-501 and § 1-502) contains serious penalties for non-compliance with the Law. Failure to report suspected violations of Federal Immigration Law by an employee is a Class 2 misdemeanor. If that employee's supervisor knew of the failure to report and failed to direct the employee to make the report, the supervisor is also guilty of a Class 2 misdemeanor.

Each subcontracted agency is also responsible for developing their own procedures to ensure compliance with ARS § 1-501 and § 1-502 and A.R.S. § 46-140.01. The vendor agency may need to be advised by their legal counsel. If these differ from those established by MCHSD, MCHSD must be notified of and approve these procedures prior to their implementation.

The following procedure is a "work in progress." The procedure may change as interpretations of HB2008 (ARS § 1-501and § 1-502) are updated. The following procedure is required by MCHSD.

Procedures

These are the requirements that authorized or eligible applicants for MCHSD funded services must fulfill in order to qualify to receive a specifically funded service.

1. Evidence of U.S. citizenship and/or immigration status of the authorized or eligible applicant (or child if STCS/TANF) must be provided.
2. Eligible applicants must execute a sworn affidavit stating the documentation provided is true.

These procedures must be followed for MCHSD funded services that are governed by HB2008 (ARS § 1-501 and § 1-502) specifically, the following fund sources:

- Neighbors Helping Neighbors (NHN)
- Short Term Crisis Services/TANF (STCS/TANF)
- Low Income Home Energy Assistance Program (LIHEAP) (including weatherization)
- Department of Energy (DOE)
- Housing and Urban Development (HUD) Emergency Shelter Grant Program (ESGP)
- Housing and Urban Development (HUD) Homeless Prevention & Rapid Re-Housing Program (HPRP)
- Arizona Department of Housing/Housing Trust Fund (ADOH/HTF)

If the funding source is not listed, then the requirements in HB2008 do not apply to the funding source.

Evidence Of U.S. Citizenship Or Lawful Presence

The fund sources differ in the acceptable documents that can be used to demonstrate lawful presence. Therefore these are listed separately below.

SECTION III

WORK STATEMENT

Contract # C-22-

Maricopa County

Human Services

MARICOPA COUNTY
HOME Investment Partnership Program
FY 2013-2014

Date: July 1, 2014 **DUNS:** #

Agency: City of Surprise

Program Year: HOME Funding from FY2011-2012 ($124,744.10)

Activity: Single Family New Construction (Demo and New Construction)

Type of Property: Single Family home

Describe the Scope of Work:

Consolidated Plan – Describe goals to be addressed:

Describe special program or development requirements, environmental, technical or legal obstacles that must be resolved to implement this activity?

Priority rated in the Consolidated Plan:

☐ **High** ☐ **Medium** ☐ **Low**

A. OBJECTIVES AND OUTCOMES (Check appropriate box below.)

OBJECTIVE	OUTCOMES		
	AVAILABILITY/ ACCESSIBILITY	AFFORDABILITY	SUSTAINABILITY
DECENT HOUSING	☐ Single Family Housing Rehab and Emerg. Rehab, Homebuyer Assistance	☐ Homebuyer Activities, Acq/Rehab if rental housing, Acq/New Construction of rental housing, Preservation of existing public housing units and TBRA, Expansion of assisted rental units in the private marketplace	☐ Housing Activities in a targeted revitalization area

B. LOGIC MODEL: PERFORMANCE INDICATORS

INPUTS/RESOURCES	OUTPUTS		OUTCOMES	OBJECTIVES
	ACTIVITIES	PARTICIPATION		

C. SITE INFORMATION

The municipality will waive any permit or building fees to facilitate this construction?

☐ **Yes** ☐ **No** ☐ N/A This site is currently under control in the form of (check all that apply):

☐ **Deed** ☐ **Purchase Option** ☐ **Lease** ☐ **Purchase Contract** ☐ **Agreement to**

Will the project result in the demolition or change in use of any existing low-income housing units?

☐ **Yes** ☐ **No** ☐ N/A If yes explain:

Will this property contain temporary relocation? ☐ **Yes** ☐ **No** If yes explain:

Will the property require lead based paint abatement? ☐ **Yes** ☐ **No** If yes explain:

D. PROPOSED BENEFICIARIES

Targeted Population by Income Level	Number of Households	Total Number of Units	Number of County Assisted Units in program (if rental)
Households at or below **50%**			
Households at or below **60%**			
Households at or below **80%**			
TOTAL			

Complete the table below only if the Activity will specifically set-aside units for a priority population. Set-asides will be enforced through contract provisions.

Priority Populations	**No. of Units**
Elderly	
Physically Disabled	
Other Priority Populations: Homeless	

E. PERFORMANCE REPORTING - GOALS:

Project Completion date: ______________________________

Must be completed within 24 months of contract execution

TIMELINE OF ACTIVITIES

MILESTONES	**START DATE**	**COMPLETION DATE**

Any change to the Timeline will need to be approved by the Maricopa County and be submitted to the County.

F. ACTIVITY FOLLOWUP AND LONG TERM COMMITMENT:

G. ACTIVITY BUDGET SUMMARY:

HOUSING COSTS	TOTAL COST $	FY 13 HOME $	Source #1 Other:	Source #2	MATCH
TOTAL					
TOTAL					
GRAND TOTAL					

H. SOURCE AND AMOUNT OF OTHER RESOURCES:

(Attach documentation)

FUNDING AGENCY	CASH AMOUNT	VOLUNTEER/ IN-KIND AMOUNT
TOTALS		$

I. ACTIVITY MATCH BY SOURCE:

IDENTIFY MATCH SOURCES AND AMOUNTS THAT HAVE BEEN COMMITTED.

(Match commitment must equal 25% of the HOME funds requested. Documentation due at the time of request for payment(s). Submit Match Logs annually by June 30th of each year.)

FUNDING AGENCY	MATCH TYPE	*CASH MATCH	VOLUNTEER/IN-KIND AMOUNT	TOTAL
TOTALS				

* Total Match reported here must equal Total Match on the Budget Summary.

J. PROGRAM INCOME:

PROGRAM INCOME: ☐ Will ☐ Will not be generated with this activity

Submit Program Income log monthly

K. COST OVERUNS

SECTION IV

COMPENSATION

Contract # C-22-

Maricopa County

Human Services

SECTION III WORK STATEMENT

A. COMPENSATION
Subject to the availability and authorization of funds for the explicit purposes set forth below, County will pay the SUBRECIPIENT compensation for services rendered as indicated in the following subsections.

B. METHOD OF PAYMENT
SUBRECIPIENT agrees to submit monthly reimbursement requests utilizing the approved Reimbursement Request Form (Attachment B) to County unless monthly expenditures for the activity do not exceed One Thousand Dollars ($1,000.00). County agrees to reimburse SUBRECIPIENT for actual allowable costs incurred, upon certification of Release of Funds and submittal by SUBRECIPIENT of an itemized statement of actual expenditures incurred, supported by appropriate documentation. Reimbursement by County is not to be construed as final in the event that HUD disallows reimbursement for the Program or any portion thereof.

C. REIMBURSEMENT
The County shall provide financial assistance in an amount up to One Hundred Twenty-Four Thousand Seven hundred Forty-Four dollars and Nineteen cents ($124,744.19) subject to the terms of this Agreement and availability of funds. This Agreement price constitutes the County entire participation and obligation in the performance and completion of all work to be performed under this Agreement.

D. RELEASE OF FUNDS (ROF)
No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record (ERR) must be completed before any funds are obligated. Funding is also conditioned upon the completion of the ERR of every activity site by address. The responsibility for certifying the appropriate Environmental Review Record and ROF shall rest with the County. It is the responsibility of the SUBRECIPIENT to notify the County, and to refrain from making any commitments and expenditures on a site until a Release of Funds has been issued by the County. Failure to meet these conditions will mean that requested funds will not be disbursed.

REIMBURSEMENT REQUEST FORM

MARICOPA COUNTY HUMAN SERVICES DEPARTMENT		FOR MCHSD USE ONLY	
HOME INVESTMENT PARTNERSHIPS PROGRAM		CM ALLOCATION $ 333,057.00	
Invoice Date:		ENCUMBRANCE $ -	EXPENDED $ -
CONSORTIUM MEMBER	City of Tempe	BALANCE $ 333,057.00	BALANCE $ 333,057.00
CM Address:	21 E. 6th St., Suite 208		
City/Zip:	Tempe, AZ 85281		

FISCAL YEAR GOAL: $333,057.00

ACCOMPLISMENTS:

FY 2013/2014

ENCUMBRANCE DEADLINE July 2014 EXPENDITURE DEADLINE July 2017

PROJECT		PROJECT BUDGET								
IDIS #	ACTIVITY		ACTIVITY BUDGET	SUM OF PRIOR INVOICES	THIS INVOICE TO MCHSD	BALANCE	MATCH APPLIED	OTHER HOME FY FUNDING	PROGRAM INCOME	OTHER FUNDING
						$ -	$ -			
						$ -				
						$ -				
						$ -				
Admin		$20,816								
	Admin		$ 20,816.00			$ 20,816.00				
		TOTALS	$ 20,816.00	$ -	$ -	$ 20,816.00	$ -	$ -		$ -

CITY OF SURPRISE
Regular City Council Meeting

August 5, 2014 @ 6:00:00 PM

Back Print

Council Meeting Date:	August 5, 2014	Contact Person:	Chris Boyd, Community Development
Submitting Department:	CD	District:	Internal
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	Report/Discussion

Agenda Wording:

Consideration and action on an Intergovernmental Agreement with the Town of Gilbert to reallocate HOME funds for the construction of replacement homes under the HOME program in the amount of $124,800; Resolution 2014-79.

Motion:

I move to approve Resolution 2014-79.

Background:

The City of Surprise requested and was awarded additional grant funding to complete Major Rehabilitation/Reconstruction activities under the HOME program as a member of the Maricopa County HOME Consortium. The intention of this activity is to provide decent and affordable housing to income qualified residents of Surprise. Each qualifying applicant must maintain this home as their primary residence, during the agreement period, if they fail to do so the pro-rated loan amount is due and payable. City of Surprise has been receiving HOME grant funding since 2007 under the condition that Surprise participate in a Consortium lead by Maricopa County to include several surrounding major cities and towns.

Financial Impact Statement:

Accepting the $124,800 HOME grants funds will not have any negative financial impact to the City of Surprise. The acceptance will increase the HOME budget giving us the ability to complete more projects for the residents of Surprise. All projects will be budgeted to fit within the award and will be scaled back should the proposed activities exceed the budget. We currently have match required for this award from past program.

ATTACHMENTS:

Click to download

- Staff Report
- Resolution and IGA

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

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

Christina Ramirez, Neighborhood Services Supervisor

SURPRISE
ARIZONA

COMMUNITY DEVELOPMENT

Date: August 5, 2014

To: Mayor and City Council

From: Chris Boyd, Interim Director
Christina Ramirez, Neighborhood Services Supervisor

Re: Approval of Intergovernmental agreement between Town of Gilbert and City of Surprise.

<u>Introduction</u>

The Neighborhood Services Division requests the approval an Intergovernmental Agreement between the Town of Gilbert and City of Surprise in order to accept $124,744.19, from the Town of Gilbert in order to complete approved projects under the HOME program.

<u>Background</u>

The Neighborhood Services Division has requested and been awarded additional grant funding in the amount of $124,744.19, to complete Major Rehabilitation/Reconstruction activities under the HOME program. Additional monies are coming from HOME grant funds that were not utilized by the Town of Gilbert. An Intergovernmental agreement has been created between the Town of Gilbert and City of Surprise in order to accept these funds. The intention of the program is to provide decent and affordable housing to income qualified residents of Surprise. Each qualifying applicant must maintain this home as their primary residence, during the agreement period, if they fail to do so the pro-rated loan amount is due and payable. City of Surprise has been receiving HOME grant funding since 2007 under the condition that Surprise participate in a Consortium lead by Maricopa County to include several surrounding major cities and towns.

<u>Previous Actions</u>

Through the City's Annual Action Plan, HOME grant funding in the amount of $652,100 was identified and approved for the Major Rehabilitation/Reconstruction for qualified Surprise residents.

<u>Conclusion</u>

It is the intent of staff to support projects that will foster neighborhood sustainability, vibrancy and to keep residents in their neighborhoods. It is believed that the recommended approval of the Intergovernmental Agreement will help further this intent. With the additional grant funding available, it is the goal for staff to identify three or more residents in Surprise to perform Major Rehabilitation/Reconstruction work to their homes.

<u>Recommendations</u>

Approval of Intergovernmental agreement between the City of Surprise and the Town of Gilbert.

RESOLUTION # 2014-79

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR AN ALLOCATION OF HOME INVESTMENT PARTNERSHIPS FUND.

WHEREAS, pursuant to Arizona Revised Statutes § 11-952, the City of Surprise has the authority to enter into intergovernmental agreements with other governmental entities;

WHEREAS, the Cities/Town of Avondale, Chandler, Gilbert, Glendale, Peoria, Scottsdale, Surprise and Tempe, and Maricopa County have previously entered into an Intergovernmental Agreement (IGA) to form the Maricopa HOME Consortium to receive, distribute and administer HOME Investment Partnerships Funds (HOME) funds;

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has established statutory and regulatory encumbrance and expenditure deadlines for the HOME funds, and the Maricopa HOME Consortium has explicitly encouraged transfers among Consortium members to avoid HUD recapture of funds;

WHEREAS, Section 8 of the above-referenced IGA specifies that "The funding which is allocated to each Consortium Member under the pro rata formula may not be allocated to, encumbered by or expended by any other participating Consortium Member within 18 months of each HOME Program grant agreement (July 1) without express written authorization of the Consortium Member whose funds will be allocated, encumbered or expended;"

WHEREAS, the Town of Gilbert wishes to allocate a portion of its HOME funding allocation to the City of Surprise, and

WHEREAS, the City of Surprise wishes to receive and expend these HOME funds for affordable housing.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

<u>Section 1.</u> The intergovernmental agreement between the City of Surprise and the Town of Gilbert, attached as Exhibit A, is hereby approved and the Mayor is hereby directed to execute the agreement on behalf of the City.

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 #2014-79
RFLS #4175
01/14-UN5482Fr6

INTERGOVERNMENTAL AGREEMENT

BY AND BETWEEN: Town of Gilbert & City of Surprise, Arizona

DATE: August 5, 2014

SUBJECT: Re-Allocation of HOME Investment Partnership (HOME) Funding FY2011-2012 $124,744.19 from Town of Gilbert to City of Surprise

INTERGOVERNMENTAL AGREEMENT

SUBJECT: Allocation of HOME Investment Partnerships Funding from Gilbert to Surprise

BY AND BETWEEN: Town of Gilbert, Arizona and City of Surprise, Arizona

DATE: August 5, 2014

AS MEMBERS of the Maricopa HOME Consortium, the City of Surprise and the Town of Gilbert seek to utilize a regional and cooperative approach to meeting housing goals and priorities throughout the Consortium's operating area. To further these objectives, the Town of Gilbert and the City of Surprise propose to enter into a mutually beneficial reallocation of HOME funds.

Pursuant to the provisions of the existing Maricopa HOME Consortium Intergovernmental Agreement (IGA) between the cities/town of Avondale, Gilbert, Glendale, Peoria, Scottsdale, Surprise and Tempe, and Maricopa County effective for the federal fiscal years 2012 through 2015, on June 19, 2014 the Consortium voted to reallocate FY11/12 $124,744.19 to the City of Surprise from the Town of Gilbert. Through a separate subrecipient agreement, the City of Surprise will provide HOME funds for reconstruction of one single-family home unit in the City of Surprise. Minutes are attached herein as Exhibit 1. Pursuant to the Consortium IGA, the City of Surprise and the City of Gilbert hereby enter into an express written agreement for the reallocation of HOME funding as follows:

1. Both the City of Surprise and the Town of Gilbert are current members of the Maricopa HOME Consortium governed by the IGA referenced above.

2. In accordance with Sections 8 and 18 of the IGA, both parties agree to a mutual reallocation of funding.

3. The Town of Gilbert has the following allocations of HOME funds which they have not committed. The Town of Gilbert wishes to reallocate these funds to the City of Surprise for acquisition and rehabilitation of rentals.

    a. FY 2011/12 $124,744.19

4. The City of Surprise has an active housing program, and wishes to receive the above referenced HOME funds from the Town of Gilbert for use in funding their program.

5. The Town of Gilbert does not expect nor does the City of Surprise commit to any future repayment of these funds under the HOME program.

6. The Town of Gilbert and the City of Surprise mutually agree that the recipient of the reallocated funds will be responsible for obtaining and documenting any required match as the reallocated HOME funds are expended.

7. The City of Surprise will be responsible for meeting all of the regulatory requirements governing the use of the HOME funds, and will be responsible for the administration and monitoring of the reallocated funds as they are expended.

8. This agreement will terminate when the Town of Gilbert has reallocated all of its funds under this agreement, and the City of Surprise has expended all of the FY2011/2012 HOME funds under this agreement in accordance with the HOME regulations.

9. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

IN WITNESS THEREOF, the parties have executed this Intergovernmental Agreement on the year and day first above written.

TOWN OF GILBERT	CITY OF SURPRISE
______________________________	______________________________
City Manager	City Manager
______________________________	______________________________
City Clerk	City Clerk
______________________________	______________________________
Date	Date
APPROVED AS TO FORM:	APPROVED AS TO FORM:
______________________________	______________________________
City Attorney	City Attorney
______________________________	______________________________
Date	Date

CITY OF SURPRISE
Regular City Council Meeting

August 5, 2014 @ 6:00:00 PM

Back Print

Council Meeting Date:	August 5, 2014	Contact Person:	Sherry Ann Aguilar, City Clerk MMC
Submitting Department:		District:	Internal
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	Report/Discussion

Agenda Wording:

Consideration and action to move the Regular Work Session and Regular Council Meeting scheduled for Tuesday, August 19, 2014 to Monday, August 18, 2014 due to the Arizona League of Cities and Towns Conference.

Motion:

I move to approve moving the Regular Work Session and Regular Council Meeting scheduled for Tuesday, August 19, 2014 to Monday, August 18, 2014 due to the Arizona League of Cities and Towns Conference.

Background:

The Arizona League of Cities and Towns Conference would normally fall on the last week of August, this year it is scheduled for the week prior. The main conference event starts Tuesday, August 19, 2014.

Financial Impact Statement:

None

ATTACHMENTS:

Click to download

No Attachments Available

External Attachment Links:

Meeting Requirements:

Powerpoint	x	Video		White Board	Other	x

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

Council Meeting Date:	August 5, 2014	Contact Person:	Misty Leslie, City Attorney
Submitting Department:	Attorney's Office	District:	Internal
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion

Agenda Wording:

Discussion/consultation with the City Attorney to receive legal advice; and to consider its position, and to provide instruction/direction regarding compensation and contract terms regarding an employment contract for the position of City Manager pursuant to A.R.S. §38-431.03(A)(1), (3) &(4).

Motion:

None.

Background:

Financial Impact Statement:

ATTACHMENTS:

Click to download

No Attachments Available

External Attachment Links:

Meeting Requirements:

Powerpoint	x	Video		White Board	Other	x

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