



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

Tuesday, June 2, 2015 @ 6:00 PM
COUNCIL CHAMBERS

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A. Call To Order

B. Roll Call

C. Pledge of Allegiance

D. PROCLAMATION AND COMMUNITY ACKNOWLEDGEMENTS

E. City Manager Report:

- | | | |
|----------------------|--|--|
| 1. District Internal | <u>American Heart Association's Mission: Lifeline® EMS Silver Award to the Fire-Medical Department</u> | None
Chief
Abbott, Fire-
Medical
Dept. |
|----------------------|--|--|

F. City Attorney Report:

G. City Clerk Report:

H. Regular City Council Meeting Agenda:

Consent Agenda:

- | | | |
|----------------------|---|---|
| 2. District Citywide | <u>Consideration and action on the minutes of May 19, 2015 Regular City Council Work Session and Regular City Council Meeting.</u> | Approve
Sherry Ann
Aguilar,
City Clerk |
| 3. District Citywide | <u>Consideration and action approving an extension to the Library Assistance Program IGA with Maricopa County Library District, extending the term through June 30, 2018; Resolution 2015-58.</u> | Approve
Mark A.
Coronado,
Director -
Community
&
Recreation
Services |
| 4. District Citywide | <u>Consideration and action authorizing the City Manager to accept a Maricopa Association of Governments (MAG) grant award not to exceed \$859,000 (\$214,750 dollars per sweeper) for the purchase of four PM10 Certified Street Sweeper replacements; Resolution No. 2015-34.</u> | Approve
Mike Gent,
Public
Works
Director |
| 5. District Citywide | <u>Consideration and action approving an Intergovernmental</u> | Approve |

[Agreement between the State of Arizona Office of Manufactured Housing and the City of Surprise for permitting, plan review, and inspection services; Resolution 2015-49.](#)

Chris Boyd,
Community
Development

Regular Agenda Item - Non-Public Hearing:

- | | | | |
|----|-------------------|---|---|
| 6. | District Citywide | <u>Consideration and action amending the intergovernmental agreement between the City of Surprise and Maricopa County regarding the acceptance of increased HOME funds from Maricopa County, as part of the Maricopa County Home Consortium FY2016; Resolution 2015-51.</u> | Approve
Jason
Hughes,
Program
Coordinator |
| 7. | District Internal | <u>Consideration and action on canceling or rescheduling the August 18, 2015 Regular City Council Work Session and Regular City Council Meeting, due to the 2015 League of Cities and Towns Annual Conference, (Aug. 18-21).</u> | None
Sherry Ann
Aguilar, City
Clerk |

Regular Agenda Item - Public Hearing:

- | | | | |
|-----|-------------------|--|--|
| 8. | District Citywide | <u>Consideration and action setting for the intention to levy primary property taxes in the amount of \$0.7591 per \$100 of assessed valuation and set the property tax levy adoption for June 16, 2015; Resolution 2015-16.</u> | Approve
Jared
Askelson,
Budget and
Research
Manager |
| 9. | District Citywide | <u>Consideration and action declaring the City's intention to adopt Street Light Improvement District (SLID) property tax levies up to the maximum rate of \$1.20 for each One Hundred Dollars (\$100) of assessed valuation, pursuant to A.R.S. 48-616; Resolution 2015-57.</u> | Approve
Jared
Askelson,
Budget and
Research
Manager |
| 10. | District Citywide | <u>Discussion and action adopting the final expenditure limitation budget for FY2016 in the amount of \$281,421,400; Resolution 2015-53.</u> | Approve
Jared
Askelson,
Budget and
Research
Manager |

I. 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.

J. Other Business and Future Agenda Items:

K. Mayor/Council Reports:

L. Executive Session:

- | | | |
|-----------------------|---|--|
| 11. District Internal | <u>Discussions and consultation with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property; and to receive legal advice regarding the same, pursuant to 38-431.03(A)(3) & (7).</u> | No Action
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.

The council may vote to hold an executive session for the purpose of obtaining legal advice from the Board's attorney on any matter listed on the agenda pursuant to A.R.S. § 38-431.03(A)(3).

M. Adjournment:

SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED: May 28, 2015 at 1:45 PM

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



CITY OF SURPRISE
Regular City Council Meeting

June 2, 2015 @ 6:00:00 PM

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Council Meeting Date: June 2, 2015

Contact Person: Chief Abbott, Fire-Medical Dept.

Submitting Department:

District: Internal

Staff Recommendations: None

Consent

Regular

Public Hearing

Report/Discussion

Agenda Wording:

American Heart Association's Mission: Lifeline® EMS Silver Award to the Fire-Medical Department

Motion:

N/A

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

June 2, 2015 @ 6:00:00 PM

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Council Meeting Date: June 2, 2015

Contact Person: Sherry Ann Aguilar, City Clerk

Submitting Department:

District: Citywide

Staff Recommendations: Approve

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action on the minutes of May 19, 2015 Regular City Council Work Session and Regular City Council Meeting.

Motion:

I move to approve the meeting minutes.

Background:

Financial Impact Statement:

ATTACHMENTS:

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☐ [May 19 Special Mtg Minutes](#)

External Attachment Links:

Meeting Requirements:

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

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

Tuesday, May 19, 2015 @ 04:00 PM

A. Call to Order

B. Roll Call

Mayor Wolcott called the **Special City Council Meeting** to order at 04:00 PM at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, May 19, 2015**. Also in attendance with Mayor Wolcott were Vice Mayor Williams, Council Member Winters, Council Member Biundo, Council Member Villanueva, Council Member Hall, and Council Member Tande.

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

C. Pledge of Allegiance

D. Proclamation and Community Acknowledgements

1. Proclamation recognizing National Public Works Week, May 17-23, 2015. The recipients are: Mike Gent, Public Works Di

Mayor presented and read aloud Proclamations to Public Works and Police Department for National Public Works Week and National Police Week.

E. City Manager Report

F. City Attorney Report

G. City Clerk Report

City Clerk Aguilar spoke of voter engagement, election brochures and book marks.

H. Regular City Council Meeting Agenda:

Consent Agenda

2. Consideration and action on the minutes of the May 5, 2015 Regular City Council Work Session and Regular City Council Meeting - APPROVED
3. Consideration and action on a request by David Johnson, Turf Paradise, Vice-President to renew Off-Track Parimutuel Wagering at Brookside Bar & Grill II located at 15170 W. Bell Road, Surprise, Arizona 85374 for the period of June 1, 2015 through May 31, 2018 - APPROVED
4. Consideration and action on a request by David Johnson, Turf Paradise, Vice-President to renew Off-Track Parimutuel Wagering at Runner's Sports Bar located at 12751 W. Bell Road, Suite 115, Surprise, Arizona 85378 for the period of June 1, 2015 through May 31, 2018 - APPROVED
5. Consideration and action on a request by Applicant, Lauren Merrett for a Series 12 Liquor License for Texas Roadhouse to be located at 14175 W. Grand Avenue, Surprise, AZ. 85374 (New License/LLC - 1207A238) - APPROVED
6. Consideration and action authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the city of Glendale authorizing off-duty City of Surprise police officers to work for the city of Glendale for events occurring at the University of Phoenix Stadium; Resolution 2015-41 - APPROVED

7. Consideration and action authorizing the submittal, acceptance and execution of the 2016 GOHS Fire-Medical Traffic Safety Campaign grant through the Governor's Office of Highway Safety Program in the amount of \$21,000; Resolution 2015-46 - APPROVED
8. Consideration and action accepting two grants, each in the amount of \$1,000, from Wal-Mart located in Surprise, Arizona to support the Police Explorer Program; Resolution 2015-40 - APPROVED

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

Regular Agenda Item - Non Public Hearing

9. Presentation and discussion regarding Bell Road and Grand Avenue (US60) Traffic Interchange final aesthetic concept - NO ACTION

Long Range Planner, Jackie Keller introduced Artist, Meg Seligman gave an overview of the ideas that have been discussed at recent public hearings. The preferred concepts have been the Agave with the possibilities of other significant figures that residents feel would describe our community.

Samples were shown to Council for discussion.

Council Member Tande - I am wondering if this is going to be accessible for people that want to get a better longer look at this other than just driving by.

Ms. Keller - We are going to take the design such as in front of Red Lobster so it stands out in more detail, maybe an interactive station. Look at areas of walking opportunities.

Council Member Hall - Clarify if there is a walkway along south of Bell to north of Bell that goes underneath.

Council Member Villanueva - You mentioned about the fence, is the mountain outline is the fence?

Ms. Keller - Yes correct, could be a mountain or an agave and highlight at night.

Mayor Wolcott - I especially appreciate the lighting images of baseball player swinging a bat, farmer harvesting, etc. This is something the entire community can get involved in and engaging the community.

10. Consideration and action on the City of Surprise Water Resource Management Policies - APPROVED

Water Resources Director, Terry Lowe gave a powerpoint presentation regarding this topic and highlighted the timeline of this project.

Council Member Tande - What if we had a business come in that wanted to use non-potable use, would it affect our residents?

Mr. Lowe - Commercial use.

Ken Wright - Water Committee looked at other factors that should be internal that would build some gaps while we were on the committee and maintained. He referred to a basin study that came out 18 months ago and a graph that shows a steady decline. He further commented that it doesn't look too good.

Council Member Hall made the motion to approve the City of Surprise Water Resources Management Policies. Council Member Winters seconded the motion. Seven yes votes. Motion carried.

11. Consideration and action on the 5th amendment to the Sports Facilities Use Agreement with Texas Rangers and Kansas - APPROVED

Community and Recreation Services Director, Mark Coronado gave a powerpoint presentation regarding this item. Thanked staff for their efforts to complete this task.

Mayor Wolcott thanked Mr. Coronado and his staff and all other staff involved in getting this accomplished.

Council Member Hall - Really appreciate the efforts on this project. Rangers agreement to vacate the Royal facility?

Mr. Coronado - the Royals will be relocating to Papago Park while the renovations take place and the Rangers will stay in the facility and block off a section at a time to renovate.

Council Member Hall - Capital Improvement Account - Funded by net premium seating?

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Mr. Coronado - combination of net premium seating and general fund subsidy.

Council Member Hall - The Sponsoring Organization which is Sundancers. It should state excellent customer service, not satisfaction customer service.

Vice Mayor Williams made the motion to approve Sports Facility Use Agreement with Texas Rangers and Kansas City Royals. Council Member Hall seconded the motion. Seven yes votes. Motion carried.

12. Consideration and possible adoption of a resolution approving the sale, execution and delivery of a first purchase agreement not to exceed \$40,000,000 aggregate principle amount of pledge revenue obligations evidencing a proportionate interest of the owners thereof in a purchase agreement; approving the form and authorizing the execution and delivery of such purchase agreement and other necessary related agreements, instruments and documents; delegating authority to determine certain matters and terms with respect to the foregoing; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution and declaring an emergency; Resolution 2015-50 - APPROVED

Lindsey Duncan, Finance Director and Budget Manager, Andrea Davis gave an overview and powerpoint presentation regarding this item. A detailed timeline was reviewed for Council consideration.

Council Member Hall - Good job staff, this is a complicated issue that was presented well. He clarified the premium discount, right now it looks like if we issue the bonds today there would be a premium so we would have to issue less to get the same proceeds. Ms. Duncan concurred.

Council Member Villanueva made the motion to approve Resolution 2015-50. Vice Mayor Williams seconded the motion. Seven yes votes. Motion carried.

13. Presentation and discussion of the update on Veramonte Park, Surprise Farms Park / Skate Park Project progress - NO ACTION

Community and Recreation Services Director, Mark Coronado gave a Park Update by powerpoint presentation.

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Council Member Winters - Thanked staff and CRS Commission for their efforts, he questioned shaded areas.

Council Member Hall - Have the bids been awarded?

Mr. Coronado - reviewed the RFP process and based the decision on qualifications and history.

14. Consideration and action on the Comprehensive Financial Management Policies - APPROVED

Budget Manager, Jared Askelson gave a powerpoint presentation on this item.

Council Member Tande - Thanks for the update, this is very important especially considering bonds for the future.

Council Member Hall made the motion to approve the Comprehensive Financial Management Policies. Council Member Tande seconded the motion. Seven yes votes. Motion carried.

15. Presentation and discussion on updated City pavement condition assessment - NO ACTION

David Kelly, Public Works introduced public works staff, Fermin Camacho and Tony De La Cruz who are in charge of the pavement preservation program.

Council Member Hall - For an extra million dollars you could get the OCI to a reading of 80?

Mr. Gent - Yes one million would raising in that direction to 80.

Council Member Hall - I go back to what our residents talk about Surprise, clean and safe are the main reason people are coming here. We need to be careful how we handle this issue of street preservation and it's part of what our community finds appealing. I am for trying to find a way to add to the street preservation fund.

Council Member Winters - Center line miles and lane miles, what is the difference?

Mr. Kelly explained difference.

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Council Member Biundo - This report gives us solid data to give our residents about the conditions of our streets. I was expecting a report that was in worse shape than this but clearly some areas need attention. I agree that funding needs to be added to this category to get us towards the 80 target.

Vice Mayor Williams - This is some really good data, what I would like to see is what the OCI is for specific areas.

Council Member Tande - I like the OCI target of 80 and would like to talk about meeting minimum target of 65 so it doesn't get to the point of extreme repair. I think this is a very important initiative to brand the City.

Council Member Villanueva - Dysart Road has really been a concern of the community, there is no way to get to Grand Avenue on the north side of the railroad tracks.

Council Member Hall - Are our standards right, are they corrected from the past?

Mr. Gent - The standards overall have improved over the decades. Customized for each type of road.

Council Member Hall - Asked for clarification of different types of materials being used for paving.

Mr. Camacho explained the different types of materials, testing procedures and thickness of pavement.

Mayor Wolcott - It is great that everyone is passionate about pavement preservation. We have an advantage here with our climate compared to other states. While we may be spoiled, we don't want to lose ground and this is what makes our City inviting to residents and our future residents. This is basic operations and maintenance.

16. Consideration and action on making public records of: 1) the Federal Manual of Uniform Traffic Control Devices; 2) the Surprise Truck Route Map; 3) the Surprise Street Speed Limit Map; and changing the street classification of portions of Jomax Road, Jack Rabbit Trail, and Bullard Avenue; Resolution 2015-47 - APPROVED

City Attorney Leslie commented that the next 3 items will all be included in one presentation but three separate actions will be taken.

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Transportation Planning Manager, Martin Lucero gave a powerpoint presentation regarding this item.

Council Member Hall - South of Parkview on Mountain View, are you looking at posting that?

Council Member Villanueva - I have a real problem with Dysart Road with being a truck route. I don't see how we allow trucks going through there; it's only a 2 lane road.

Mr. Lucero - El Mirage and the County designated this road as a truck route.

Mayor Wolcott - I see Dysart as a very important road as a connector, but it needs to be expanded for trucks. It serves our industrial park but also for El Mirage, I would like to see us partner on this issue.

Council Member Tande - Questioned speed limits on streets with schools.

17. Consideration and action declaring as a public record a document entitled "Amendments to Surprise City Code Chapter 54, May 2015," pertaining to traffic regulation; Resolution 2015-48 - APPROVED

Attorney Brady conducted a presentation on Resolution No. 2015-48; he summarized some of the changes.

Council Member Hall made the motion to approve Resolution 2015-47. Council Member Tande seconded the motion. Seven yes votes. Motion carried.

Council Member Biundo made the motion to approve Resolution 2015-48. Vice Mayor Williams seconded the motion. Seven yes votes. Motion carried.

18. Consideration and action adopting the federal regulations and maps made public record by Resolution 2015-47, and enacting Amendments to Surprise City Code Chapter 54, May 2015, made public record by Resolution 2015-48, and declaring penalties for violation; Ordinance 2015-08 - APPROVED

Vice Mayor Williams made the motion to approve Ordinance 2015-08. Council Member Tande seconded the motion. Seven yes votes. Motion carried.

19. Presentation and discussion of the City's current code requirements for real estate signs and policy for enforcement - TABLED

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City Manager Wingenroth recommended tabling item #19, staff is not completely ready to present tonight.

Vice Mayor Williams made the motion to table this item. Council Member Tande seconded the motion. Seven yes votes. Motion carried.

Mayor Wolcott recessed the Special Meeting for a break at 6:31 PM and reconvened at 6:48 PM.

20. Presentation and discussion regarding a written report created by the Capital Improvement Funding Exploratory Committee as required by Resolution 2015-21; and discussion of the options and timing of any bond initiative - NO ACTION

Deputy City Manager, Nicole Lance opened the discussion for this item. Ms. Lance introduced the Chair of the Capital Improvement Funding Exploratory Committee, Diane McCarthy.

Committee Recommendations were discussed:

Voter Engagement - Ballot By Mail

Communication Methods

Hiring a bond consultant

Project Packages (50 Million; 60 million and 75 million dollar packages).

Mayor Wolcott commented that Diane McCarthy was headlined in the paper, created new coalition and is being recognized. You are a perfect Chair to help the City sort through this process.

Council Member Hall - Thanked Diane for chairing this Committee, very positive group of people.

Council Member Hall - Question on the 60 million dollar package - I don't get the totals for this project. Pavement Preservation could be taken out of the equation, I have an issue with going out for a bond for pavement preservation.

Council Member Biundo - For the record, I was opposed to the formation of this Committee, having said that, the Committee is fortunate to have you head this committee. Are there any individual projects that the Committee would classify as urgent, that it has to be done right now.

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Ms. McCarthy - The urgency would be to buy the land for a multi-generational recreational facility.

Council Member Biundo - Did the committee consider a property tax increase for any of these projects?

Ms. McCarthy - We had some ranges, but the difference between all 3 of these projects would not be that much.

Council Member Biundo - There is statement on page 5, education and communication for voter outreach. July and August for most of the public outreach efforts, would this reach all areas of our City?

Council Member Biundo - Tell me how Pickleball got into all 3 recommendations?

Ms. McCarthy - Pedestrian overpass, employee health center, wellness programs, all of these got left out but Pickleball made it.

Council Member Tande - I actually visited a few meetings, I enjoyed the discussion. The committee couldn't come to a unanimous vote and that's great. I agree that preservation should come out of operating budget, not for bonding.

Council Member Tande - I like the way the reports were prioritized, but one thing I am concerned about if we move forward that we might be in competition with the Dysart School Initiative for the same ballot. What I would like to see is how do we categorize these (referred to the handouts). Broke down into 3 categories for discussion with Council.

Council Member Winters - I like the 60 million dollar package that includes station 304, 8 acre park that needs to be fenced in, but would like to leave up to the voters and that's a good thing.

Council Member Villanueva - I have a different view, there are a lot of things that we need, and I would like everyone to think about what is going on with the school bond issue. We are going to lose more teachers, and more families moving out of our City. I think we need the bond, but I think we need to wait and see what the school is going to do. I don't know if we could do both but we need to help the educational system.

Mayor Wolcott - There is some confusion on a bond verses an override election. I appreciate the comments of Council Member Villanueva and it is something that we have worked collaboratively with the school district.

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Council Member Hall - I wanted to point out that I really enjoyed the project proposal reports. Fire station 308, I was surprised to find out that 80% of the calls for this area are being responded to by El Mirage Fire.

Council Member Biundo - Our earlier discussions I have not yet heard any real compelling evidence that any project is so urgent that it needs to go on the 2015 ballot. The proposed tentative budget has several capital improvement projects amounting to over \$60 million, how will the public take that we will ask for an additional \$60 million for a bond.

Council Member Biundo - Dysart board is making their decision tomorrow night, if they do decide to go, it is centered on the Dysart taxpayer. I can't support a 2015 Capital Bond Issue.

Vice Mayor Williams - One of the interesting things about Surprise is how we grew so urgency is in the eye of the beholder. I think everyone on the list, there is a need, but my concern is timing and success. The work the committee did is commendable but residents in our communities do not vote!

Council Member Tande - Lack of voting is a real concern. All of us support our school district but we need to get people involved.

Council Member Tande - We have a groundbreaking for IRIS that is a plastics company, and I am concerned that we do not have a fire station in my District and El Mirage would be responding to this area. I am very concerned about this. I want to hear from our residents, please flood us with emails.

Vice Mayor Williams - I really like and appreciate the vision of the combined Recreation Center, this will create a regional jewel in the valley, this is something we need to build into the plan, this is brilliant. We can build this in phases.

Council Member Biundo - There were a 1,000 yes votes for the override from Sun City Grand. I like the concept that Council Member Tande was referencing earlier. Perhaps our best time could be better spent looking at these projects in phases, then adapt our bond initiatives according to these.

Mayor Wolcott - This has been really helpful conversation and I also want to say as one of the 1,000 voters in Sun City Grand, thank you CM Biundo for bringing this point up again. Referencing the City's Strategic Plan is an educational component. We need to stay focused on how we can move this City forward. We need to give the voters an opportunity for the voters to tell us what they want. I don't want to have another bond failure because it will be another 6 - 10 years before we could try it again and have success.

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Council Member Tande - How do we define the recreation center and how do we move forward. Maybe we should have a City process in getting the citizens involved during the next few months and further define what our needs are and what better way to engage our residents. We need to trust the voters on this.

Council Member Villanueva - I just don't think we have the time to reach the entire City, and we just don't have the time for this.

Wayne Turner - I wanted to clarify a couple of points, Community recreation center, would include a field house that will cost a lot more than 17 million dollars. Please take this into consideration.

Mayor Wolcott - Parking for these types of facilities, this is a huge land use piece. I do like the idea of fleshing out more ideas, I do like looking at the items that have more urgency and one is Greenway Road. The recreation center and pool, I know we need this since our pool is over-subscribed, so we need this. I think it's going to take more time and planning. If we were to come up with a package this year for next year, I would like to know that what year it would go on the tax roll. I am sensing that now is not the time for this.

Council Member Biundo - It is much a matter of timing as it is the number and percent.

Mr. Wingenroth - Thank you for your input, I am getting the message that now is not the time and staff appreciate this message. We all heard that we won't be taking the foot off the accelerator to come up with a work plan, when it will go and when it will hit the tax rolls. Is this a good approach? I think the Committee has put us in a good position to be successful.

Mayor Wolcott - The Committee has really set the stage for us and thank you for all of your work on this project.

Council Member Tande - I am still looking for my citizens to flood me with emails to let us know what they want.

Mayor Wolcott - I agree the public needs to weigh in and we are looking for their input.

Vice Mayor Williams - I still am leaning towards waiting another year is better but these are things that folks have been waiting for a long time. I just called out my District so maybe we will hear from them.

Council Member Villanueva - If we are going to sell this to our Community, we need to know how financially this is going to affect them.

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Council Member Villanueva - I don't want to rely on the newspapers to send out to the residents, I want a paper to hand out to our residents.

21. Presentation and discussion regarding potential changes to the FY2016 tentative budget, specifically increases to services and the primary property tax rate - NO ACTION

Budget Manager, Jared Askelson gave a powerpoint presentation regarding this item.

Main topics of discussion include Property tax levy and Service Enhancements

Council Member Biundo - Pavement Preservation 1.5 million. The question is, is it possible to take a million and apply it to the pavement preservation, then you would still need to use some of the \$500,000. left, please explain again?

Council Member Tande - Comment on reserves, we always want to have in reserves in case of issues.

Council Member Winters - Asked for rates if property tax was raised?

Vice Mayor Williams - Move 1,000,000. into pavement preservation, throwing it out there for discussion.

Council Member Hall - What is our current rate right now? What are you recommending to move up to?

Council Member Tande - Concerned about accidents at Litchfield and at Bullard all the time, this should be a priority. We have been sending signals that we are on a conservative budget. We need to focus on rate.

Mayor Wolcott - read the following for the record: From a peak of 471.3 Million Dollars in FY/07 the expenditure budget declined each year through FY/13 when it equaled 168 Million Dollars, a total decrease in spending of 64.3% or 302.9 Million Dollars.

Mayor Wolcott - So if you want to drown your city keep going, I will get passionate about that. This is a city that has been through a lot and we have cut and cut and cut and if that's what the citizens want then keep telling us to cut and cut and cut and drown this city, just as it's getting ready to move forward.

Special City Council Meeting Minutes – May 19, 2015 - Page 14

Mayor Wolcott - continued reading the following for the statement: The last few years the city has seen some modest growth related to construction which has resulted in increased development related to revenues. With this development comes the need for additional infrastructure which we have to find a way to pay for. The FY2014 expense budget increased for FY2013 by 36.8 Million Dollars of that amount 24.7 was capital improvements or funds planned for future improvements as contingency. For FY2015 the expense budget increase by 105.6 or 51% Capital Improvements and contingency totaled 76.3 million of that amount in the FY budget of 310 Million represent a decrease "a decrease" of a 160 Million dollars or 34% for FY2007.

Mayor Wolcott - we are still very conservative no matter what we do, we're still conservative. Bring back that first bar chart. Do you want to see what the best deal in Arizona is? Look at Surprise, the best deal in Arizona. You get the best bang for your buck, right here in Surprise Arizona. I will defend the policies that this council has put forward to try to right the ship but I will also defend our efforts to try and find a way how we now focus our resources strategically and make sure that we are making good solid decisions for the future and bring in quality solid development here for the city for the future. Staff need that guidance from us we need that guidance from the public. I am calling the public out too because we have been hearing from them for weeks now, thinking that we are going to willy nilly into oblivion. We have cut spending 64% over the last 7 years and we can't keep going in that trend, we will drown. That's not what anybody in the city wants to see, I think we need to make some tough decisions. That's what we were elected for and so I really do appreciate this discussion. I am not calling anyone out at this table but I am calling out those taxpayers who are pushing the button that are saying vote no, do not raise anything do not help this city move forward. We have to strategically invest in one surprise in order for us to move forward. I hope that we can hear from the public about what you want. If you want this city to go on the decline and go down- hill, I don't think that anyone of us is willing to do that and we're going to make some people unhappy. I think we need to make an investment.

Council Member Tande - I have dealt with rating agencies as well, that's a good discussion to have. We could cut our tax rate to zero and we would lose 6 million dollars.

Council Member Hall - In 2013 through January, our sales tax revenue was 18 million, in 2014 20 million, 2015 23 million, we did that without a functioning economic development department, we were limping along. Property tax doesn't buy us that much. I am so against raising property tax, I agree with Bob, let's reduce the rate. Let's propose sales tax instead. We are the only City in the west valley that doesn't charge sales tax on food.

Special City Council Meeting Minutes – May 19, 2015 - Page 15

Mayor Wolcott - Sales tax to me is the most overworked tax in the State. It is sending people away from our retailers and sending them to other places to shop. I am concerned about the leakage of sales tax because of our rate and the people who are not buying here. We don't have a mall so we are reliant on the sales tax generators that we have.

Council Member Hall - Auto mall comparisons.

Council Member Tande - I actually did ask staff to put a sales tax chart on my website. Read the percentages. I am for adjusting the rates to make us more competitive. I am reluctant to raise sales tax right now.

Council Member Biundo - I have discussed this in my district meetings for months now. I think I can go forward in good conscious, we are not increasing your rate and because of that we are going to take a little more out of reserve and add it to pavement preservation.

Vice Mayor Williams - Maintain the rate.

Council Member Hall - I am in agreement with the 0.7591, but would like to take half million out of reserve.

City Manager Wingenroth summarized: We'll come back to Council with the budget at the next meeting with the rate at .7591; we will take the revenue generated by that - Delta - which is 171,600 and add to it a 1/2 Million dollars right now from our reserve and it would put a little bit more in the reserve to make up for that spending; talk to you about some ideas we may have to be able to do work on Greenway Road.

Council concurred.

Ms. Leslie - once you adopt the budget at the tax levy you cannot change your mind and go higher.

I. Call to the Public

J. Other Business - None

K. Mayor/Council Reports

L. Executive Session - Canceled

- 22. Discussions and consultation with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property; and to receive legal advice regarding the same, pursuant to 38-431.03(A)(3) & (7).**

M. Adjournment

Council Member Biundo made the motion to adjourn the Special City Council Meeting of May 19, 2015 at 9:31 PM. Vice Mayor Williams seconded the motion. Seven yes votes. Motion carried.

Sharon R. Wolcott, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Special City Council Meeting of **Tuesday, May 19, 2015.**

Sherry Ann Aguilar, City Clerk



CITY OF SURPRISE
Regular City Council Meeting

June 2, 2015 @ 6:00:00 PM

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

Council Meeting Date:	June 2, 2015	Contact Person:	Mark A. Coronado, Director - Community & Recreation Services
Submitting Department:	CRS	District:	Citywide
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action approving an extension to the Library Assistance Program IGA with Maricopa County Library District, extending the term through June 30, 2018; Resolution 2015-58.

Motion:

I move to approve Resolution 2015-58.

Background:

The Maricopa County Library District (MCLD) was formed to provide regional leadership and informational resources for all citizens of Maricopa County. It is funded through a secondary property tax, which is utilized to support libraries in cities and towns as well as unincorporated Maricopa County. The Library District budgets a dollar total to be divided up between the participating City Libraries. The amount allocated to each City Library is calculated on the assessed valuation and by total cards issued to city nonresidents that live within Maricopa County. The City of Surprise has been part of this program for the past two years. This amendment will allow the city to receive this benefit for three additional years.

Financial Impact Statement:

There are no expenses incurred by signing the library assistance IGA. The district budget amount for FY2016 is \$2.6 million. Surprise Northwest Regional Library has been allocated approximately \$120,000 for FY2016. This savings is currently reflected in the FY2016 library budget.

ATTACHMENTS:

Click to download

- ☐ [Surprise Library Assistance IGA Amendment](#)
 - ☐ [Resolution 2015-58](#)
-

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

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

Mark A. Coronado, Director - Community & Recreation Services

FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
MARICOPA COUNTY LIBRARY DISTRICT
AND THE CITY OF SURPRISE
FOR
THE LIBRARY ASSISTANCE PROGRAM

Agenda # C-65-14-024-M-01

THIS FIRST AMENDMENT ("Amendment") TO INTERGOVERNMENTAL AGREEMENT C-65-14-024-M-00, that was effective July 1, 2013, by and between the City of Surprise ("City") and the Maricopa County Library District ("Library District"), with reference to the following facts:

RECITALS

WHEREAS A.R.S. §§ 48-3901 and 11-903 allow a City to elect to become a part of, or participate in a county library district, which is a political taxing subdivision of this state for purposes of providing library services to district residents;

WHEREAS the City is a member of the Library District program and wishes to participate in the Library Assistance Program of the Library District;

WHEREAS, pursuant A.R.S. § 9-411 et seq., the City has established and provided for a City library and library facilities and services which are owned and funded by the City and its governing body;

WHEREAS, the Library District has established a Library Assistance Program for the benefit of its members in order to expand the availability of Library Services;

WHEREAS, the City and the Library District are authorized to act and enter into this intergovernmental agreement regarding the Library Assistance Program pursuant to A.R.S. § 11-952; and

WHEREAS the City wishes to have its municipal library participate and benefit from the Library Assistance Program by purchasing library materials in an amount to be determined based on the percentage of assessed valuation and the percentage of cards issued for the use of its library and library services by Non-Residents of the City who are entitled to the benefits of the Maricopa County Library District.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the parties agree as follows:

AMENDMENTS

- 1.1. The Term for services under this Agreement shall be amended to: July 1, 2015 to June 30, 2018.
- 1.2. Section II, paragraph 3 of the original agreement shall be amended to require the assessed valuation allocation to be based on the primary net assessed value for all participating municipal libraries as opposed to secondary net assessed valuation.
- 1.3. All other terms and conditions of the IGA shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY OF SURPRISE and the MARICOPA COUNTY LIBRARY DISTRICT have executed this Agreement effective on the date first above written.

CITY OF SURPRISE

MARICOPA COUNTY LIBRARY DISTRICT

By: _____
Mayor
City of Surprise

By: _____
Chairman, Board of Directors
Maricopa County Library District

ATTEST:

ATTEST:

By: _____
City Clerk Date

By: _____
Clerk of the Board Date

The foregoing Agreement has been reviewed by the undersigned counsel who has determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona.

By: _____
Attorney Date
City of Surprise

By: _____
Attorney Date
Maricopa County Library District

RESOLUTION # 2015-58

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE MARICOPA COUNTY LIBRARY DISTRICT AND THE CITY OF SURPRISE.

WHEREAS, pursuant A.R.S. § 9-411 et seq., the City has established and provided for a City library and library facilities and services which are owned and funded by the City;

WHEREAS, the City and the Library District are authorized to act and enter into this intergovernmental agreement regarding the Library Assistance Program pursuant to A.R.S. § 11-952; and

WHEREAS, the City wishes to have its municipal library participate in the Library Assistance Program based on new terms.

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

Section 1. The term for services shall be amended to begin July 1, 2015 to June 30, 2018.

Section 2. Section II, paragraph 3 of the original agreement shall be amended to require the assessed valuation allocation to be based on the primary net assessed value for all participating municipal libraries as opposed to secondary net assessed valuation.

Section 3. All other terms and conditions of the IGA shall remain in full force and effect.

APPROVED AND ADOPTED this ____ day of _____, 2015.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney



CITY OF SURPRISE
Regular City Council Meeting

June 2, 2015 @ 6:00:00 PM

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

Council Meeting Date:	June 2, 2015	Contact Person:	Mike Gent, Public Works Director
Submitting Department:	Public Works	District:	Citywide
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action authorizing the City Manager to accept a Maricopa Association of Governments (MAG) grant award not to exceed \$859,000 (\$214,750 dollars per sweeper) for the purchase of four PM10 Certified Street Sweeper replacements; Resolution No. 2015-34.

Motion:

I move to approve Resolution 2015-34.

Background:

In September 2014 the City submitted an application for Congestion Mitigation and Air Quality funding (CMAQ) to replace four of its oldest PM10 certified street sweepers. The City was notified of a partial award on January 29, 2015 and full award on February 26, 2015.

Funding for the replacements requires the City to provide a 5.7% (\$48,963) local match which is planned for in the City's FY2016 budget. The MAG Grant award of \$859,000 (\$214,750 each) is for four PM-10 certified street sweeper replacements.

With acceptance of the Resolution and City Manager's Budget the department will work with procurement to complete the acquisition of the replacement sweepers as required by the award letter by January 28, 2016 and February 26, 2016.

Financial Impact Statement:

Grant funding of \$859,000 and City match of \$48,963 will be included as a part of the FY2016 budget.

ATTACHMENTS:

Click to download

- ☐ [January Notice of Award](#)
 - ☐ [February Notice of Award](#)
 - ☐ [Finance Approved Resolution 2015-34](#)
-

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

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

January 29, 2015

Mr. Bob Wingenroth, Manager
City of Surprise
16000 North Civic Center Plaza
Surprise, Arizona 85374

1306
Dear Mr. Wingenroth:

On January 28, 2015, the MAG Regional Council approved the prioritized list of proposed PM-10 certified street sweeper projects for FY 2015 Congestion Mitigation and Air Quality Improvement (CMAQ) funding (Attachment One) with initial funding of \$1,404,238. We are pleased to inform you that three PM-10 certified street sweeper projects requested by the City of Surprise have been authorized for FY 2015 CMAQ funding in the amount of \$214,750 each for two sweepers and funding in the amount of \$82,767 for the third sweeper. In the project proposals, the City of Surprise agreed to provide a 5.7 percent cash match. However, since the amount of CMAQ funding authorized for the third sweeper project is less than the amount that the City of Surprise originally requested, please note that the 5.7 percent cash match originally agreed to by Surprise would need to be increased to cover the total cost of the sweeper. **It is important to note that due to new Federal Highway Administration procedures to minimize inactive obligations, MAG is implementing a revised process for purchasing street sweepers, described below. We are requesting that the street sweepers be purchased and reimbursement requests sent to MAG by January 28, 2016.**

Procurement activities leading up to the purchase of the sweeper (i.e., preparation of the specifications, bid package, bid advertisement, and council approvals) may begin at this time. When the funding is authorized, MAG will notify member agencies with a second letter advising that the funding is available and that execution of a contract to purchase the street sweeper (i.e., purchase order) can proceed. Executing the contract with the vendor prior to receiving the notice of funding availability may render the project ineligible for federal funding.

In addition, a process is in place to dispose of street sweepers that have reached the end of their useful life. The Arizona Department of Transportation (ADOT) Federal Property Management Standards requires that each jurisdiction obtain ADOT approval prior to disposal of a CMAQ-funded street sweeper.

Additional details concerning street sweeper requirements are provided below.

- I. Eligibility - Eligible street sweepers are defined as those which have been certified by the South Coast Air Quality Management District (SCAQMD) as meeting the SCAQMD Rule 1186 certification

standards. The most recent list of Certified Street Sweepers Under SCAQMD Rule 1186 is dated August 30, 2012 (see Attachment Two). It is assumed that, at a minimum, the CMAQ-funded street sweeper will be used in accordance with the lane miles and sweeping cycle submitted with the project application.

2. Procurement - Local procurement of the street sweeper must conform to applicable federal and state procurement regulations for the purchase of the certified street sweeper. The Federal Highway Administration (FHWA) has advised MAG that entities should proceed with procurement of PM-10 certified street sweepers after CMAQ funding has been approved by the MAG Regional Council and authorized by the Federal Highway Administration.

Again, procurement activities leading up to the purchase of the sweeper (i.e., preparation of the specifications, bid package, bid advertisement, and council approvals) may begin at this time. When the funding is authorized, MAG will notify member agencies with a second letter advising that the funding is available and that execution of a contract to purchase the street sweeper (i.e., purchase order) can proceed. Executing the contract with the vendor prior to receiving the notice of funding availability may render the project ineligible for federal funding.

Also, FHWA Buy America regulations require a domestic manufacturing process for any steel or iron products (including protective coatings) that are permanently incorporated in Federal-aid highway construction projects and other types of projects, including street sweepers. On July 29, 2014, FHWA published a Buy America Waiver Notification in the Federal Register that included a conditional waiver for the FY 2015 MAG street sweeper projects. The remaining FHWA requirement is vendor certification that final assembly of the street sweeper occurred in the United States. Please transmit a copy of the vendor certification to MAG when reimbursement is requested.

In accordance with ADOT Federal Property Management Standards, if the project involves replacing an older street sweeper, no purchase order should be placed for replacement equipment without affirmative approval from ADOT. To begin the process, the jurisdiction is required to provide a complete description of the street sweeper to be traded or sold and of the street sweeper to be purchased, a copy of the vendor quote which specifies price, trade-in amount, net cost, and the reason for the request to MAG in writing. MAG will send the request to ADOT, and MAG will in turn forward the ADOT response back to the jurisdiction.

3. Annual Inventory - According to ADOT policy, MAG is responsible for conducting and submitting an annual inventory of the certified street sweepers owned by the jurisdictions to ADOT by October 31. For the annual inventory, MAG will contact the jurisdictions to obtain information on each street sweeper. It is important to note that the inventory will require additional financial information such as accumulated depreciation and net book value.
4. Reimbursement - MAG will distribute CMAQ funding on a reimbursement basis. Again, we are requesting that the sweepers be purchased and reimbursement requests be sent to MAG by **January 28, 2016**. Additional costs for equipment beyond the specifications necessary for

Mr. Bob Wingenroth, Manager

January 29, 2015

Page 3

compliance with Rule 1186-certification are not eligible for reimbursement. Examples of additional street sweeper equipment not eligible for reimbursement are provided in Attachment Three. To initiate reimbursement, please submit a copy of the vendor invoice to the attention of Dean Giles at MAG. Following the submission of a detailed pricing summary and invoice to MAG, the City of Surprise will be reimbursed for an amount not to exceed \$214,750 each for two sweeper projects and an amount not to exceed \$82,767 for the third sweeper project. Please provide the name of the contact person and the mailing address to send the reimbursement.

Please provide documentation that includes a description of the street sweeper, the vehicle identification number, name of title holder, the cost of the vehicle (copy of invoice, bill of sale, etc.), the location where the sweeper is housed when it is not in use. The name of the contact person for the sweeper and telephone number is also requested.

5. Disposition - **The ADOT Federal Property Management Standards (Attachment Four) requires that each jurisdiction obtain ADOT approval prior to disposal of a CMAQ-funded street sweeper.** Each jurisdiction is to request disposal of a street sweeper in writing to MAG. MAG will send the request to ADOT, and MAG will in turn forward the ADOT response back to the jurisdiction. The ADOT policy covers various categories of disposition (e.g. trade-in, auction, or sale), with requirements unique to each category.

For disposal of an older CMAQ-funded street sweeper through any means, the federal awarding agency is entitled to a share of the proceeds. According to the ADOT Federal Property Management Standards for disposition through a trade-in or sale, an amount of the proceeds entitled to the federal awarding agency will be calculated and applied toward the cost of the new street sweeper and an amount based on the percentage of the jurisdiction's participation in the original sweeper may be used to offset the amount of local cash match required.

If you have any questions or require additional information, please contact Dean Giles at (602) 254-6300 or dgiles@azmag.gov.

Sincerely,



Dennis Smith
Executive Director

cc: Tony DeLaCruz, Streets Manager, Surprise ✓
Michael Celaya, Intergovernmental Relations Director, Surprise

Prioritized List of Proposed PM-10 Certified Street Sweeper Projects for FY 2015 CMAQ Funding Approved by MAG Regional Council on January 28, 2015

\$1,404,238 in CMAQ Funding is Available for Sweeper Projects

Supplemental Information												
Agency	Federal Cost	Local Cost	Total Cost*	Daily Emission Reduction (Kilograms/day)	Cost-Effectiveness (CMAQ dollar cost per annual metric ton reduced)	The requested certified street sweeper will:				Have local resources been committed for staff or equipment to support the sweeper project?		Number of certified street sweepers owned and operated by your agency. ++
						Replace non-certified sweeper	Expand	Increase Frequency	Replace older certified sweeper	Yes	No	
Phoenix #1 +	\$220,936	\$13,355	\$234,291	1,407	\$61				✓	✓		34
Phoenix #2 +	\$220,936	\$13,355	\$234,291	547	\$158				✓	✓		34
Peoria +	\$231,215	\$13,976	\$245,191	159	\$567				✓	✓		5
Goodyear +	\$218,884	\$13,230	\$232,114	66	\$1,293				✓	✓		4
Surprise #1 +	\$214,750	\$12,981	\$227,731	64	\$1,307				✓	✓		9
Surprise #2 +	\$214,750	\$12,981	\$227,731	64	\$1,307				✓	✓		9
Surprise #3 + ♦	\$214,750	\$12,981	\$227,731	61	\$1,376				✓	✓		9
Subtotal	\$1,536,221											
Amount Available	\$1,404,238											
Balance	\$-131,983											
Surprise #4 +	\$214,750	\$12,981	\$227,731	61	\$1,376				✓	✓		9
Pinal County #1 +	\$223,473	\$13,508	\$236,981	16	\$5,292	✓					✓	4
Buckeye +	\$222,863	\$13,471	\$236,334	13	\$6,489		✓		✓	✓		4
Maricopa #1 +	\$238,687	\$14,428	\$253,115	10	\$9,243				✓	✓		4
Maricopa #2 +	\$238,687	\$14,428	\$253,115	10	\$9,243				✓	✓		4
Chandler #2 +	\$236,822	\$14,315	\$251,137	8	\$11,904				✓	✓		10
Scottsdale	\$201,444	\$12,176	\$213,620	5	\$15,194				✓	✓		7
Chandler #1 +	\$236,822	\$14,315	\$251,137	5	\$17,558				✓	✓		10

Supplemental Information									
Agency	Federal Cost	Local Cost	Total Cost*	Daily Emission Reduction (kilograms/day)	Cost-Effectiveness (CMAQ dollar cost per annual metric ton reduced)	The requested certified street sweeper will:			
						Replace non-certified sweeper	Expand	Increase Frequency	Replace older certified sweeper
Pinal County #2 +	\$223,473	\$13,508	\$236,981	5	\$19,109	✓			
Pinal County #3 +	\$223,473	\$13,508	\$236,981	1	\$60,355	✓			
Total	\$3,796,715								
						Have local resources been committed for staff or equipment to support the sweeper project?		Please indicate in what geographical area(s) the requested certified street sweeper will operate	
						Yes	No		
							✓	Stanfield Area: Interstate-8 to SR 238, Fuqua Rd. to Western Pinal County Line.	
							✓	Apache Junction Area: Meridian Rd. to Barkley Rd. and Baseline Rd. to McDowell Rd. alignment.	
								Number of certified street sweepers owned and operated by your agency. ++	
								4	
								4	

* Total cost for the CMAQ eligible portion of the project, excludes ineligible equipment.

+ Proposed sweeper projects for Phoenix #1, Phoenix #2, Peoria, Goodyear, Surprise #1, Surprise #2, Surprise #3, Surprise #4, Pinal County #1, Buckeye, Maricopa #1, Maricopa #2, Chandler #2, Chandler #1, Pinal County #2, and Pinal County #3 indicate sweeping within four miles of a PM-10 monitor.

++ The total number of certified street sweepers owned and operated by the agency, regardless of funding source.

◆ For Surprise #3 sweeper project, initial funding of \$82,767 is available in FY 2015 CMAQ. The remaining \$131,983 of the \$241,750 requested for the project may become available due to year-end closeout including any additional funding received by the region.



ARIZONA DEPARTMENT OF TRANSPORTATION POLICIES AND PROCEDURES

FIN-11.08 FEDERAL PROPERTY MANAGEMENT STANDARDS

Effective: October 18, 2010[†]
Supersedes: FIN-11.08 (1/28/2010)
Responsible Office: Fixed Assets
Phone: (602) 712-8028

Review: October 18, 2012
Transmittal: 2010 - October
Page 1 of 9

8.01 PURPOSE

To establish uniform standards governing the use and disposition of property acquired, in whole or in part, with federal funds or whose cost was charged to a project supported by a federal grant.

8.02 SCOPE

This policy applies to all recipients or subrecipients of federal funds through a pass-through entity. The policy is limited to those items whose acquisition cost is at least \$5,000 per unit.

8.03 DEFINITIONS

Acquisition Cost

Net invoice unit price of the property including the cost of modifications, attachments, accessories, or auxiliary apparatus necessary to make the property usable for the purpose for which it was acquired. Other charges, such as the cost of installation, transportation, taxes, professional services, duty, or protective in-transit insurance can be included or excluded from the cost in accordance with generally accepted accounting principles.

Common Rule

49 CFR 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, the federal regulation which governs all grants subject to this policy.

Federal Awarding Agency

Agency of the federal government that awards the grants. These agencies include, but are not limited to:

- A. United States Department of Transportation (DOT)
 - 1. Federal Highway Administration (FHWA)
 - 2. Federal Transit Authority (FTA)
 - 3. Federal Aviation Administration (FAA)
 - 4. Federal Motor Carrier Safety Administration (FMCSA)
 - 5. National Highway Transportation Safety Administration (NHTSA)
 - 6. Federal Railroad Administration (FRA)
- B. United States Department of the Interior (DOI)
 - 1. Bureau of Indian Affairs (BIA)
 - 2. Bureau of Land Management (BLM)

FIN-11.08 FEDERAL PROPERTY MANAGEMENT STANDARDS

Effective: October 18, 2010

Transmittal: 2010 - October

Supersedes: FIN-11.08 (1/28/10)

Page 3 of 9

4. The recipient or subrecipient shall not use property acquired with grant funds to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by federal statute.
 5. When acquiring replacement property, the recipient or subrecipient may use the property to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the awarding agency, as well as ADOT.

(Note: The federal awarding agency may be entitled to a share of the trade-in amount. Sections 8.04.I.1 and 8.04.I.2 show how this amount is calculated.)
 6. For ADOT-owned property, any such transactions are subject to the rules for disposal of ADOT property described in ADOT Policy FIN-11.02, 'Control and Inventory of ADOT Property.'
- C. Property obtained under a federal grant may be titled to, be in the physical custody of, and be carried on the financial statements of, a recipient or subrecipient. However, from the perspective of the federal awarding agency, ADOT is the agency to whom the federal agency has granted funds; as such, the federal awarding agency expects ADOT to ensure that federal regulations are followed.
- D. Federal regulations permit states to impose their own requirements on their subrecipients. The State of Arizona does have more strict requirements, which apply to ADOT's subrecipients, as they apply to ADOT. Therefore, transactions, as described herein, may be subject to approval by ADOT.
- E. In the normal course of business, ADOT may grant funds to a subrecipient (e.g. Maricopa Association of Governments, or MAG), which in turn grants them to its own subrecipient (e.g. a city or town). When this additional granting occurs, ADOT expects that ADOT's subrecipient will ensure compliance with all federal and state requirements, and further expects that ADOT's subrecipient (MAG, in this example) will handle all communications with its subrecipient, including, but not limited to:
1. The gathering of information to complete the annual inventory, as described in Section 8.06 of this policy, 'Inventorying Federally-Funded Property Owned by Subrecipients.'
 2. All rules governing the disposition of federally-funded property, as described in Section 8.07 of this policy, 'Disposition of Federally-Funded Property Owned by Subrecipients.'
- F. All federally-funded property, regardless of whether title is held by ADOT or by a subrecipient, is subject to the provisions of 49 CFR 18, also known as the Common Rule.
- G. Property management requirements for federally-funded personal property include:
1. Maintain property records that contain:
 - a. description of property
 - b. vendor
 - c. model
 - d. manufacturer
 - e. serial number

FIN-11.08 FEDERAL PROPERTY MANAGEMENT STANDARDS

Effective: October 18, 2010

Transmittal: 2010 - October

Supersedes: FIN-11.08 (1/28/10)

Page 5 of 9

- o Purchase price of replacement property—\$200,000
- o Trade-in allowance provided by vendor—\$20,000
- o Net invoice price—\$180,000
- o Percent of new property to be funded by subrecipient—20%
- o Percent of traded-in property which was funded by federal awarding agency—85%

In this example:

- Amount of trade-in allowance to federal awarding agency—\$17,000 ($\$20,000 \times 85\%$ federal share on traded-in property)
 - Amount of trade-in allowance to subrecipient—\$3,000 ($\$20,000$ less \$17,000)
 - Amount of purchase of new property funded by subrecipient—\$36,000 ($\$180,000 \times 20\%$ local share)
 - Amount of cash outlay by recipient or subrecipient—\$33,000 ($\$36,000$ less \$3,000)
2. Should the property include an attachment not eligible for federal participation, the trade-in allowance will be pro-rated between the original purchase and the attachment based on their relative costs. It is the responsibility of the recipient or subrecipient to provide documentation of these costs.

Example: The following facts are assumed:

- o Purchase price of replacement property—\$200,000
- o Trade-in allowance provided by vendor—\$20,000
- o Net invoice price—\$180,000
- o Percent of new property to be funded by subrecipient—20%
- o Purchase price of federally-funded traded-in property—\$90,000
- o Purchase price of subrecipient-funded attachment, not eligible for federal participation—\$10,000
- o Total cost of traded-in property—\$100,000
- o Percent of traded-in property allocated to subrecipient-funded attachment—10% ($\$10,000 / \$100,000$)
- o Percent of traded-in property which was funded by federal awarding agency (before accounting for attachment)—85%

In this example:

- o Amount of trade-in allowance directly allocated to subrecipient—\$2,000 ($\$20,000 \times 10\%$ not eligible for federal participation)
- o Amount of trade-in allowance allocated to original purchase—\$18,000 ($\$20,000$ less \$2,000)
- o Amount of remaining trade-in allowance to federal awarding agency—\$15,300 ($\$18,000 \times 85\%$ federal share on traded-in property)
- o Amount of regaining trade-in allowance to subrecipient—\$2,700 ($\$18,000$ less \$15,300)
- o Total trade-in allowance to subrecipient—\$4,700 ($\$2,000$ plus \$2,700)

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- B. The inventory must reconcile to the financial statements as of the end of the entity's fiscal year (generally June 30).
- C. The inventory must be submitted by ADOT's subrecipient (e.g. MAG) to the ADOT Fixed Assets Manager by October 31.

8.07 DISPOSITION OF FEDERALLY-FUNDED PROPERTY OWNED BY SUBRECIPIENTS

- A. When federally-funded property is removed from service, voluntarily or otherwise, all parties involved must adhere to both federal and State of Arizona requirements. While federal requirements apply primarily to capital assets, those assets costing at least \$5,000 per unit, the State of Arizona has more strict requirements, both in terms of the processes to be followed and the fact that the State's requirements apply to all property, not just property costing at least \$5,000 per unit.
- B. No property is to be transferred to another entity, removed from the physical custody of the subrecipient, or deleted from the subrecipient's financial records without written approval from the ADOT Fixed Assets Manager. This approval will be communicated through ADOT's subrecipient (e.g. MAG).
- C. When property has been disposed of, it is the responsibility of the subrecipient to make sure the property is not included in the next inventory forwarded to ADOT, as described in Section 8.06 of this policy.
- D. When the subrecipient has received its funding from ADOT's subrecipient (e.g. a city receiving funding from MAG), the flow of communication, and any required documentation, is as follows. All of this communication must be in writing.
 - 1. The subrecipient (e.g. city) will inform MAG.
 - 2. MAG will inform the ADOT Fixed Assets Manager.
 - 3. The ADOT Fixed Assets Manager will inform MAG of the approval and of any additional required steps.
 - 4. MAG will inform the subrecipient (e.g. city).
- E. The following are requirements which are unique to the various categories of disposition:
 - 1. **MISSING/STOLEN**—The subrecipient must obtain a police report from a local law enforcement agency.
 - 2. **ACCIDENTAL DESTRUCTION**—The subrecipient must provide details about the destroyed property.
 - 3. **DONATION**—Approval of both the federal awarding agency and ADOT are required prior to any donation.
 - 4. **SURPLUS**—When property obtained under a federal grant is no longer needed for the purpose for which it was obtained, the property may be used in other activities currently or previously supported by a federal agency. When the subrecipient has determined that no such use is available, the property may be removed from service ('surplused'). Approval of both the federal awarding agency and ADOT are required.
 - 5. **CANNIBALIZATION/ON-SITE DESTRUCTION**—When it is determined that federally-funded property has value as a component of other property ('cannibalization') or if it is

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- A. The copyright in any work, such as a book, publication, or other copyrightable material developed under a grant, or contract under a grant.
- B. Any rights of copyright to which a recipient, subrecipient, or a contractor purchases ownership with grant support.

8.10 PATENTS

The inventor of a patentable invention developed under a federally-funded grant retains rights to the invention. All contracts initiated by any pass-through entity or subrecipient must include the following clause, suitably modified to identify the parties, "The subrecipient or contractor will retain all rights provided for the State in this clause, and the State will not, as part of the consideration for awarding the subrecipient or contract, obtain rights in the subrecipient's or contractor's subject inventions (37 CFR Part 401).

8.11 CONTACT INFORMATION

The ADOT Fixed Assets unit may be contacted at:

206 S. 17th Avenue, Mail Drop 203B
Phoenix, AZ 85007
(602) 712-8028 (manager)
(602) 712-6592
Email: Fixedassets@azdot.gov

8.12 CORRESPONDING POLICIES

FIN-11.02 Control and Inventory of ADOT Property

8.13 CORRESPONDING FEDERAL REGULATIONS

37 CFR 401 Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements.

49 CFR 18 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the Common Rule).

South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4182
(909) 396-2000 • www.aqmd.gov

CERTIFIED STREET SWEEPERS UNDER SCAQMD RULE 1186

(AS OF AUGUST 30, 2012*)

SCAQMD Rule 1186 requires local governments within the South Coast Air Quality Management District (see Figure below) to procure certified street sweepers for new equipment purchases or new street sweeping contracts made after January 1, 2000 (there are no retrofit requirements under Rule 1186).

Various SCAQMD regulations also require procurement of certified street sweepers to implement specific rule requirements. This list of equipment is updated periodically based on certifications test results and in response to new information.

The SCAQMD Governing Board adopted Rule 1186 street sweeper testing and certification procedures in September of 1999. Enclosed is a list of equipment that has met the Rule 1186 certification standards. (The equipment may either be new or upgraded to meet certification specifications). Questions on equipment capabilities and options should be directed to your local distributor and/or the manufacturer. Questions regarding the Rule requirements can be directed to Mike Laybourn, Air Quality Specialist, at (909) 396-3066 or mlaybourn@aqmd.gov.



Cleaning the air that we breathe...

* Additional sweepers may be certified based on future tests. You can call 1 (800) CUT-SMOG or visit www.aqmd.gov for the most recent list of Rule 1186 certified equipment.



**SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (SCAQMD)
RULE 1186 CERTIFIED* STREET SWEEPERS AS OF AUGUST 30, 2012**

THE FOLLOWING IS A LIST OF STREET SWEEPING EQUIPMENT THAT HAS CURRENTLY BEEN CERTIFIED FOR SCAQMD RULE 1186. ALL CERTIFIED EQUIPMENT MUST BE OPERATED AND MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. FUTURE TESTING MAY QUALIFY ADDITIONAL EQUIPMENT. CALL 1 (800) CUT-SMOG FOR THE CURRENT LIST.

MAKE*	MODEL*	DUST CONTROL SYSTEMS*
CHALLENGER MANUFACTURING	CHALLENGER	- THREE (3) 0.03 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM - FOUR (4) 0.03 INCH DIAMETER ORIFICE NOZZLES CENTRALLY LOCATED BETWEEN THE MAIN BROOM AND THE CONVEYOR - WATER PUMP TO PROVIDE 25 POUNDS PER SQUARE INCH WATER PRESSURE DURING OPERATION; MAXIMUM OF 45 POUNDS PER SQUARE INCH
ELGIN	AIR CUB (LX/DX) CROSSWIND FURY	- DIAMOND GRID DUST SEPARATION SCREEN - LOUVERED CENTRIFUGAL DUST SEPARATOR - ONE (1) 0.06 INCH DIAMETER ORIFICE NOZZLE CENTRALLY LOCATED ABOVE FAN INLET IN THE HOPPER - TWO (2) 0.047 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE THE SUCTION TUBE - FOUR (4) 0.051 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM - PUMP TO PROVIDE 40 POUNDS PER SQUARE INCH WATER PRESSURE
ELGIN	CROSSWIND J	- DIAMOND GRID DUST SEPARATION SCREEN - S-TRAP CENTRIFUGAL SEPARATOR - FOUR (4) 0.06 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE HOPPER - THREE (3) 0.059 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE SUCTION TUBE - THREE (3) 0.057 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM - WATER PUMP TO PROVIDE 80 POUNDS PER SQUARE INCH WATER PRESSURE

* In order to ensure compliance with Rule 1186 requirements, all certified equipment must be operated and maintained in accordance with the manufacturer's specifications. End users are responsible for ensuring that the dust control systems are in place for each certified sweeper.

Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.



SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (SCAQMD)

RULE 1186 CERTIFIED * STREET SWEEPERS AS OF AUGUST 30, 2012

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MAKE *	MODEL *	DUST CONTROL SYSTEMS *
ELGIN	GEOVAC	• DIAMOND GRID DUST SEPARATION SCREEN • FOUR (4) 0.06 INCH DIAMETER ORIFICE NOZZLES CENTRALLY LOCATED IN THE HOPPER • TWO (2) 0.059 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE THE SUCTION TUBE • TWO (2) 0.057 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • FOUR (4) 0.06 INCH DIAMETER ORIFICE NOZZLES LOCATED AT THE EXTENSION BROOM • WATER PUMP TO PROVIDE 80 POUNDS PER SQUARE INCH WATER PRESSURE
ELGIN	WHIRLWIND MV	• DIAMOND GRID DUST SEPARATION SCREEN • FOUR (4) 0.06 INCH DIAMETER ORIFICE NOZZLES CENTRALLY LOCATED IN THE HOPPER • TWO (2) 0.059 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE THE SUCTION TUBE • TWO (2) 0.057 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • FOUR (4) 0.60 INCH DIAMETER ORIFICE NOZZLES LOCATED AT THE EXTENSION BROOM • PUMP TO PROVIDE 80 POUNDS PER SQUARE INCH WATER PRESSURE
JOHNSTON	310	• FOUR (4) 0.072 INCH DIAMETER ORIFICE NOZZLES LOCATED IN FRONT SPRAY BAR • TWO (2) 0.072 INCH DIAMETER ORIFICE NOZZLES PER EACH GUTTER BROOM • ONE (1) 0.026 INCH DIAMETER ORIFICE NOZZLE LOCATED IN THE FAN SUCTION HOOD • WATER PUMP TO PROVIDE 50 POUNDS PER SQUARE INCH WATER PRESSURE

* In order to ensure compliance with Rule 1186 requirements, all certified equipment must be operated and maintained in accordance with the manufacturer's specifications. End users are responsible for ensuring that the dust control systems are in place for each certified sweeper.

Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.



**SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (SCAQMD)
 RULE 1186 CERTIFIED * STREET SWEEPERS AS OF AUGUST 30, 2012**

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MAKE *	MODEL *	DUST CONTROL SYSTEMS *
JOHNSTON	770 CYCLONE	• THREE (3) 0.067 INCH DIAMETER ORIFICE NOZZLES FOR GUTTER BROOMS • TWO (2) 0.07 INCH DIAMETER ORIFICE NOZZLES FOR CENTER CURTAIN • FOUR (4) 0.055 INCH DIAMETER ORIFICE NOZZLES FOR FRONT BUMPER • TWO (2) 0.067 INCH DIAMETER ORIFICE NOZZLES FOR FRONT CURB SPRAY • TWO (2) 0.07 INCH DIAMETER ORIFICE NOZZLES ON LEFT AND RIGHT SIDE OF PICK UP HEAD • THREE (3) 0.082 INCH DIAMETER ORIFICE NOZZLES FOR PICK UP HEAD FRONT SIDE • SEVEN (7) 0.079 INCH DIAMETER ORIFICE NOZZLES FOR PICK UP HEAD REAR SIDE • THREE (3) 0.079 INCH DIAMETER ORIFICE NOZZLES FOR WINDROW PATH • TWO (2) 0.045 INCH DIAMETER ORIFICE NOZZLES FOR PICK UP HEAD SUCTION • ONE (1) 0.079 INCH DIAMETER ORIFICE NOZZLE FOR BLOWER FAN OUTLET • PUMP TO PROVIDE 50 POUNDS PER SQUARE INCH WATER PRESSURE
NESCON	X-BROOM	• THREE (3) 0.079 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • FIVE (5) 0.079 INCH DIAMETER ORIFICE NOZZLES ACROSS FRONT BUMPER • FIVE (5) 0.050 INCH DIAMETER ORIFICE NOZZLES IN MAIN BROOM HOUSING • WATER PUMP TO PROVIDE 50 POUNDS PER SQUARE INCH WATER PRESSURE

* In order to ensure compliance with Rule 1186 requirements, all certified equipment must be operated and maintained in accordance with the manufacturer's specifications. End users are responsible for ensuring that the dust control systems are in place for each certified sweeper.
 Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.



**SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (SCAQMD)
RULE 1186 CERTIFIED * STREET SWEEPERS AS OF AUGUST 30, 2012**

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MAKE *	MODEL *	DUST CONTROL SYSTEMS *
SCHWARZE A 7000/ A 8000/ A 9000		• SAWTOOTH DUST SEPARATION SCREEN, SELF DUMPING DUST SEPARATOR, FAN CENTRIFUGE • FIVE (5) 0.036 INCH DIAMETER ORIFICE NOZZLES LOCATED ON THE SWEEPING HEAD • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES LOCATED ON HEAD INTAKE TUBE • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES IN RIGHT HAND GUTTER BROOM • FOUR (4) 0.036 INCH DIAMETER ORIFICE NOZZLES LOCATED ON HOPPER SPRAY BAR • WATER PUMP TO PROVIDE 70 POUNDS PER SQUARE INCH WATER PRESSURE • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES IN LEFT HAND GUTTER BROOM (REQUIRED IF BOTH GUTTER BROOMS ARE USED)
SCHWARZE S348-I/ S348-LE		• FOUR (4) 0.036 INCH DIAMETER ORIFICE NOZZLES ON HOPPER SPRAY BAR • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES IN HOPPER • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES ON RIGHT HAND GUTTER BROOM • WATER PUMP TO PROVIDE 70 POUNDS PER SQUARE INCH WATER PRESSURE
STEWART-AMOS STARFIRE S-4, S-5, AND S-6		• FOUR (4) 0.05 INCH DIAMETER ORIFICE NOZZLES CENTRALLY LOCATED BETWEEN THE MAIN BROOM AND THE ELEVATOR • FOUR (4) 0.05 INCH DIAMETER ORIFICE NOZZLES LOCATED BENEATH THE FRONT BUMPER OF THE CHASSIS • TWO (2) 0.05 INCH DIAMETER ORIFICE NOZZLES LOCATED IN FRONT OF EACH GUTTER BROOM • WATER PUMP TO PROVIDE 40 POUNDS PER SQUARE INCH WATER PRESSURE

* In order to ensure compliance with Rule 1186 requirements, all certified equipment must be operated and maintained in accordance with the manufacturer's specifications. End users are responsible for ensuring that the dust control systems are in place for each certified sweeper.
Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.



**SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (SCAQMD)
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MAKE*	MODEL*	DUST CONTROL SYSTEMS*
TENNANT	SENTINEL	- GUTTER/MAIN BROOM FULLY ENCLOSED SHROUD SYSTEM - DUAL FAN VACUUM SYSTEM (OPERATED AT ALL TIMES) - SYNTHETIC-SINGED POLYESTER FILTER (MAINTAINED TO ENSURE PROPER INTEGRITY)
TENNANT	830 I / 830 II	- GUTTER/MAIN BROOM FULLY ENCLOSED SHROUD SYSTEM - DUAL FAN VACUUM SYSTEM (OPERATED AT ALL TIMES) - SYNTHETIC-SINGED POLYESTER FILTER (MAINTAINED TO ENSURE PROPER INTEGRITY)
TYMCO	210 300 350 435	- CYCLONIC, MULTIPASS, CENTRIFUGAL SEPARATION - CENTER DEBRIS DEFLECTOR ASSEMBLY PERPENDICULAR TO THE PICK UP HEAD - TWO (2) 0.043 INCH DIAMETER ORIFICE NOZZLES FOR EACH GUTTER BROOM - ONE (1) 0.063 INCH DIAMETER ORIFICE NOZZLE FOR EACH GUTTER BROOM - ONE (1) 0.063 INCH DIAMETER ORIFICE NOZZLE LOCATED IN THE HOPPER - ONE (1) 0.063 INCH DIAMETER ORIFICE NOZZLE LOCATED IN BLOWER HOUSING - WATER PUMP WITH A MINIMUM SYSTEM RELIEF VALVE SET AT 25 POUNDS PER SQUARE INCH.

* In order to ensure compliance with Rule 1186 requirements, all certified equipment must be operated and maintained in accordance with the manufacturer's specifications. End users are responsible for ensuring that the dust control systems are in place for each certified sweeper.
Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.



**SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (SCAQMD)
RULE 1186 CERTIFIED* STREET SWEEPERS AS OF AUGUST 30, 2012**

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MAKE*	MODEL*	DUST CONTROL SYSTEMS*
TYMCO	DST - 6	• CYCLONIC, MULTIPASS, CENTRIFUGAL SEPARATION • SELF CONTAINED MULTIPLE FILTRATION SYSTEM UTILIZING PTFE MEMBRANE FILTERS • THREE (3) 0.063 INCH DIAMETER ORIFICE NOZZLES FOR EACH GUTTER BROOM • TWO (2) 0.043 INCH DIAMETER ORIFICE NOZZLES FOR EACH GUTTER BROOM • ONE (1) 0.094 INCH DIAMETER ORIFICE NOZZLE LOCATED IN THE HOPPER • TWO (2) [MINIMUM] HOPPER BAFFLE CURTAINS • WATER PUMP WITH A MINIMUM SYSTEM RELIEF VALVE SET AT 25 POUNDS PER SQUARE INCH
	VACALL VS10/10D, VF10 VS13/13D, VF13 VS14/14D, VF14 VS16/16D, VF16 VS20/20D, VF20	• FOUR (4) 0.062 INCH DIAMETER ORIFICE NOZZLES LOCATED IN FRONT OF EACH 36 INCH GUTTER BROOM • FOUR (4) 0.062 INCH DIAMETER ORIFICE NOZZLES LOCATED IN FRONT OF THE TRANSFER BROOM • TEN (10) 0.125 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE THE PICK UP HEAD • SIX (6) 0.181 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE THE SCRUBBER COLLAR OF THE PICK UP HEAD • 48 INCH POWER VACUUM NOZZLE • MINIMUM 300 GALLON GRAVITY FEED WATER SUPPLY SYSTEM WITH WATER CONTINUOUSLY SUPPLIED TO ALL NOZZLES • LOW VELOCITY DUST COLLECTION AIR CHAMBER • MINIMUM OF SIX (6) EXPANDED METAL SCREENS

* In order to ensure compliance with Rule 1186 requirements, all certified equipment must be operated and maintained in accordance with the manufacturer's specifications. End users are responsible for ensuring that the dust control systems are in place for each certified sweeper.
Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

November 2, 2005

**EXAMPLES OF ADDITIONAL STREET SWEEPER EQUIPMENT
NOT ELIGIBLE FOR REIMBURSEMENT**

1. Automatic lubrication system
(grease jockey system)
2. Camera/monitor
3. Hopper access step
4. Drag shoe carbide
5. Hydrant hopper wash down system
6. Conveyer flush kit with hydrant
7. 1000 pounds per square inch (PSI) wand
8. Dual HiBack air-suspended seats
9. Hand hose

February 26, 2015

Mr. Bob Wingenroth, Manager
City of Surprise
16000 North Civic Center Plaza
Surprise, Arizona 85374

Dear  Mr. Wingenroth:

On February 25, 2015, the MAG Regional Council approved an additional \$793,069 in CMAQ funding for street sweepers through the federal funds Closeout process (Attachment One). We are pleased to inform you that the remaining \$131,983 in FY 2015 CMAQ funding has been authorized for the third PM-10 certified street sweeper project requested by the City of Surprise. This amount when combined with the \$82,767 in FY 2015 CMAQ funding previously authorized, totals \$214,750. In addition, a fourth street sweeper has been authorized for FY 2015 CMAQ funding in the amount of \$214,750. In the project proposals, the City of Surprise agreed to provide a 5.7 percent cash match. **It is important to note that due to new Federal Highway Administration procedures to minimize inactive obligations, MAG is implementing a revised process for purchasing street sweepers, described below. We are requesting that the street sweepers be purchased and reimbursement requests be sent to MAG by February 26, 2016.**

Procurement activities leading up to the purchase of the sweeper (i.e., preparation of the specifications, bid package, bid advertisement, and council approvals) may begin at this time. When the funding is authorized, MAG will notify member agencies with a second letter advising that the funding is available and that execution of a contract to purchase the street sweeper (i.e., purchase order) can proceed. Executing the contract with the vendor prior to receiving the notice of funding availability may render the project ineligible for federal funding.

In addition, a process is in place to dispose of street sweepers that have reached the end of their useful life. The Arizona Department of Transportation (ADOT) Federal Property Management Standards requires that each jurisdiction obtain ADOT approval prior to disposal of a CMAQ-funded street sweeper.

Additional details concerning street sweeper requirements are provided below.

1. Eligibility - Eligible street sweepers are defined as those which have been certified by the South Coast Air Quality Management District (SCAQMD) as meeting the SCAQMD Rule 1186 certification standards. The most recent list of Certified Street Sweepers Under SCAQMD Rule 1186 is dated August 30, 2012 (see Attachment Two). It is assumed that, at a minimum, the CMAQ-funded street

sweeper will be used in accordance with the lane miles and sweeping cycle submitted with the project application.

2. Procurement - Local procurement of the street sweeper must conform to applicable federal and state procurement regulations for the purchase of the certified street sweeper. The Federal Highway Administration (FHWA) has advised MAG that entities should proceed with procurement of PM-10 certified street sweepers after CMAQ funding has been approved by the MAG Regional Council and authorized by the Federal Highway Administration.

Again, procurement activities leading up to the purchase of the sweeper (i.e., preparation of the specifications, bid package, bid advertisement, and council approvals) may begin at this time. When the funding is authorized, MAG will notify member agencies with a second letter advising that the funding is available and that execution of a contract to purchase the street sweeper (i.e., purchase order) can proceed. Executing the contract with the vendor prior to receiving the notice of funding availability may render the project ineligible for federal funding.

Also, FHWA Buy America regulations require a domestic manufacturing process for any steel or iron products (including protective coatings) that are permanently incorporated in Federal-aid highway construction projects and other types of projects, including street sweepers. On July 29, 2014, FHWA published a Buy America Waiver Notification in the Federal Register that included a conditional waiver for the FY 2015 MAG street sweeper projects. The remaining FHWA requirement is vendor certification that final assembly of the street sweeper occurred in the United States. Please transmit a copy of the vendor certification to MAG when reimbursement is requested.

In accordance with ADOT Federal Property Management Standards, if the project involves replacing an older street sweeper, no purchase order should be placed for replacement equipment without affirmative approval from ADOT. To begin the process, the jurisdiction is required to provide a complete description of the street sweeper to be traded or sold and of the street sweeper to be purchased, a copy of the vendor quote which specifies price, trade-in amount, net cost, and the reason for the request to MAG in writing. MAG will send the request to ADOT, and MAG will in turn forward the ADOT response back to the jurisdiction.

3. Annual Inventory - According to ADOT policy, MAG is responsible for conducting and submitting an annual inventory of the certified street sweepers owned by the jurisdictions to ADOT by October 31. For the annual inventory, MAG will contact the jurisdictions to obtain information on each street sweeper. It is important to note that the inventory will require additional financial information such as accumulated depreciation and net book value.
4. Reimbursement - MAG will distribute CMAQ funding on a reimbursement basis. Again, we are requesting that the sweepers be purchased and reimbursement requests be sent to MAG by **February 26, 2016**. Additional costs for equipment beyond the specifications necessary for compliance with Rule 1186-certification are not eligible for reimbursement. Examples of additional street sweeper equipment not eligible for reimbursement are provided in Attachment Three. To

Mr. Bob Wingenroth, Manager
February 26, 2015
Page 3

initiate reimbursement, please submit a copy of the vendor invoice to the attention of Dean Giles at MAG. Following the submission of a detailed pricing summary and invoice to MAG, the City of Surprise will be reimbursed for an amount not to exceed \$214,750 for each sweeper. Please provide the name of the contact person and the mailing address to send the reimbursement.

Please provide documentation that includes a description of the street sweeper, the vehicle identification number, name of title holder, the cost of the vehicle (copy of invoice, bill of sale, etc.), the location where the sweeper is housed when it is not in use. The name of the contact person for the sweeper and telephone number is also requested.

5. **Disposition - The ADOT Federal Property Management Standards (Attachment Four) requires that each jurisdiction obtain ADOT approval prior to disposal of a CMAQ-funded street sweeper.** Each jurisdiction is to request disposal of a street sweeper in writing to MAG. MAG will send the request to ADOT, and MAG will in turn forward the ADOT response back to the jurisdiction. The ADOT policy covers various categories of disposition (e.g. trade-in, auction, or sale), with requirements unique to each category.

For disposal of an older CMAQ-funded street sweeper through any means, the federal awarding agency is entitled to a share of the proceeds. According to the ADOT Federal Property Management Standards for disposition through a trade-in or sale, an amount of the proceeds entitled to the federal awarding agency will be calculated and applied toward the cost of the new street sweeper and an amount based on the percentage of the jurisdiction's participation in the original sweeper may be used to offset the amount of local cash match required.

On January 28, 2015, the MAG Regional Council approved the prioritized list of proposed PM-10 certified street sweeper projects for FY 2015 Congestion Mitigation and Air Quality Improvement (CMAQ) funding and retained the prioritized list for any additional FY 2015 CMAQ funds that may become available due to closeout or additional funding received by this region. Seven street sweeper projects were previously authorized with \$1,404,238 in programmed FY 2015 CMAQ funds.

If you have any questions or require additional information, please contact Dean Giles at (602) 254-6300 or dgiles@azmag.gov.

Sincerely,



Dennis Smith
Executive Director

cc: Tony DeLaCruz, Streets Manager, Surprise ✓
Michael Celaya, Intergovernmental Relations Director, Surprise

RESOLUTION # 2015-34

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ACCEPT A MARICOPA ASSOCIATION OF GOVERNMENTS GRANT IN THE AMOUNT OF \$859,000 FOR FOUR PM-10-CERTIFIED STREET SWEEPERS.

WHEREAS, September 30, 2014 was the deadline for applications to Maricopa Association of Governments ("MAG") for Congestion Mitigation and Air Quality Improvement (CMAQ) funding for PM10 certified street sweepers;

WHEREAS, the City submitted four (4) applications that met the grant application parameters;

WHEREAS, on January 29, 2015 and February 26, 2015 MAG Regional Council approved all four of Surprise's applications in an amount not to exceed Two Hundred Fourteen Thousand Seven Hundred Fifty Dollars (\$214,750) per sweeper; with a 5.7% cash match by the City;

WHEREAS, the total grant revenue of \$859,000 and 5.7% City match of \$48,963 will be included in the FY2016 budget; and

WHEREAS, the City Manager planned budget has identified this grant opportunity, and accepted City budget practices encourage a budget to take full advantage of grant opportunities.

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

Section 1. The City of Surprise accepts the MAG grant for four street sweepers in an amount not to exceed Two Hundred Fourteen Thousand Seven Hundred Fifty Dollars (\$214,750) per sweeper.

Section 2. The Surprise City Manager, Public Works Department Director and their delegates are authorized and directed to perform all acts necessary or desirable to accept the MAG grant and give effect to this resolution.

[SIGNATURES ON FOLLOWING PAGE]

APPROVED AND ADOPTED this ____ day of _____, 2015.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney



CITY OF SURPRISE
Regular City Council Meeting

June 2, 2015 @ 6:00:00 PM

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

Council Meeting Date:	June 2, 2015	Contact Person:	Chris Boyd, Community Development
Submitting Department:	CD	District:	Citywide
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action approving an Intergovernmental Agreement between the State of Arizona Office of Manufactured Housing and the City of Surprise for permitting, plan review, and inspection services; Resolution 2015-49.

Motion:

I move to approve Resolution 2015-49.

Background:

This five year agreement recognizes the Arizona State Office of Manufactured Housing (AZOMH) as the authority having jurisdiction over permitting, plan review, and inspection of manufactured housing. The IGA allows the City of Surprise to provide this service to it's residents on behalf of the AZOMH

Financial Impact Statement:

The financial impact related to this item is minimal and is included in the Community Development annual base budget as this is the renewal of an existing IGA. Further, the IGA allows the city to collect fees set for permitting, plan review and inspections as set by the AZOMH.

ATTACHMENTS:

Click to download

- ☐ [IGA Renewal - Office of Manufactured Housing - Staff Report](#)
 - ☐ [IGA Renewal - Office of Manufactured Housing - IGA Contract](#)
 - ☐ [IGA Renewal - Office of Manufactured Housing - Presentation](#)
 - ☐ [Resolution 2015-49](#)
-

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

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

Chris Boyd - Assistant Director, Community Development Department



**Community Development
Building Safety Division**

16000 N Civic Center Plaza
Surprise, Arizona 85374

Phone: 623-222-3000 / Fax: 623-222-3001
TTY: 623-222-1002

Date: June 2, 2015

To: Mayor and Surprise City Council

From: Eric Fitzer, Department Director
Chris Boyd, Assistant Department Director
Brigham Bennett, Plans Examiner

Re: **IGA with Office of Manufactured Housing**

INTRODUCTION

This resolution will allow the City of Surprise to enter into a five-year agreement with the Arizona State Office of Manufactured Housing (OMH) which is a division within the Arizona Department of Fire, Building and Life Safety.

BACKGROUND

The result of the agreement will allow City of Surprise staff to permit, review and inspect the installation of manufactured homes, factory built buildings and mobile homes. The agreement will continue to allow a streamlining of process to provide for convenient permit applicants as the Office of Manufactured Housing staff is small in size and cannot currently handle the vast workload across the state. OMH plan review and inspection timeframes do not meet the performance standards currently set in place by the City of Surprise Building Safety Division. Current City of Surprise Building Safety review standards would continue to allow an application to be reviewed approximately three weeks sooner than an OMH review. City of Surprise Building Safety provides next business day inspections. OMH inspections may take up to a week to perform due to staff limitations.

A reliance solely on Office of Manufactured Housing staff for inspections, would increase installation cycle times and be a hindrance to the development and use of residential and commercial manufactured structures within the City of Surprise.

The City has entered into previous IGAs with the OMH, the most recent of which took place on July 23, 2009.

CITY OBLIGATIONS

City of Surprise staff will continue to receive ongoing regulatory training by the OMH to keep up to date on all current State requirements for the installation of regulated structures as stated above. Building Safety staff members have and continue to attend OMH training and are up to date and proficient in the skills and knowledge needed to permit, review and inspect manufactured structure installations per the agreement.

Permit and inspection data will continue to be audited by the State as has been done previously. There are no new processes or infrastructure required to continue with the audit implementation requirements of the agreement.

Staff respectfully recommends re-entering into the Intergovernmental Agreement with the State of Arizona Office of Manufactured House for the period of five years and with the terms stipulated in the agreement.

AGREEMENT

BETWEEN

**ARIZONA DEPARTMENT OF FIRE, BUILDING AND LIFE SAFETY
OFFICE OF MANUFACTURED HOUSING**

AND

CITY OF SURPRISE

TO ENFORCE INSTALLATION STANDARDS

This **AGREEMENT** ("Agreement") is entered into this _____ day of _____, _____, by and between the **ARIZONA DEPARTMENT OF FIRE, BUILDING AND LIFE SAFETY, OFFICE OF MANUFACTURED HOUSING** ("OMH") and the City of Surprise ("Agency").

WHEREAS, pursuant to A.R.S. § 41-2151 the purpose of OMH is to maintain standards of quality and safety for manufactured homes, factory-built buildings, mobile homes, and the installation of the same.

WHEREAS, A.R.S. § 41-2153(B) (5) directs the Deputy Director of OMH to enter into agreements with local enforcement agencies to enforce the installation standards in their respective jurisdictions consistent with the installation standards of OMH; and

WHEREAS, it is the desire of both parties to eliminate unnecessary duplication of inspections regarding installation standards within the Agency's jurisdiction;

NOW, THEREFORE, in consideration of the premises and mutual promises and undertakings herein contained, and for other good and valuable consideration, the parties agree as follows:

1. Monitoring and Enforcement. For the duration of this Agreement, the Agency will monitor and enforce the installation standards set forth in A.R.S. § 41-2195 and A.A.C. R4-34-102 as they apply to installation standards and accessory structures.
2. Term. The term of this Agreement shall be for five (5) years from the date of this Agreement.
3. Standards of Performance. In exercising the authority delegated hereunder the Agency shall perform to the same standards of performance that the law imposes upon OMH in exercising the authority described in section 1 hereof. In addition, the Agency shall not approve any installation unless the installer affixes a State Insignia of Approval as required by A.A.C. R4-34-802.A and pays to the Agency the fee established by OMH pursuant to the authority by A.A.C. R4-34-501 and as permitted by A.A.C. R4-34-506.

4. Monthly Reporting. The Agency in this Agreement shall submit a Monthly IGA Report to OMH. A copy of each closed mobile home/HUD manufactured home or FBB permit shall be submitted with the monthly report. The monthly report with copies of permits shall be submitted by mail, fax, or email, on or before the 15th of the following month. OMH will provide the monthly report format which will require the following be collected and documented:

- a. ARZ HUD label number(s) or FBB manufacturers insignia number
- b. Unit serial number
- c. Installation insignia or FBB plan approval number
- d. Address of installation
- e. Date of approved final installation inspection

5. Fees Charged by the Agency. Permit fees charged by the Agency shall be the same as the Fee Schedule created by OMH pursuant to its authority under A.R.S. § 41-2144 (4) and A.A.C. R4-34-501 and no more than permitted by R4-34-801(E). All fees collected by the Agency shall be kept by the Agency as compensation for the services performed by the Agency under this agreement. The Agency shall not be entitled to any other compensation for services rendered by it under this Agreement.

6. Termination. Either party may terminate this Agreement at any time without cause by giving the other party thirty (30) days written notice prior to the date of termination. Additionally, OMH may terminate this Agreement immediately and without notice, if OMH determines that the installation standards required in the Agreement are not being maintained, or that local fees are not consistent with the inspection fees established by the Board of Manufactured Housing.

7. Qualifications of Personnel. The personnel that perform the functions delegated to the Agency in paragraph 1 hereof shall each have no less than one year of experience as a building code inspector or manufactured housing installation inspector.

8. Inspector Training. All Agency Inspectors performing under this Agreement shall participate in required initial and/or periodic training as set and coordinated by the State.

9. Duties of OMH. Should OMH require inspections of any portion of the installation of mobile, manufactured homes, accessory structures or factory built buildings not required by the Rules referred to herein and not covered under this Agreement, OMH shall be responsible for the inspections and enforcement thereof.

10. Notices. All notices shall be mailed or delivered to the party to receive such notice to the following address.

- a. If intended for OMH to:

Department of Fire, Building and Life Safety
Office of Manufactured Housing
1110 West Washington, Suite #100
Phoenix, AZ 85007-2935

Attn: Debra Blake

Title: Deputy Director
Phone: (602) 364-1022

- b. If intended for Agency, to:

City of Surprise
Attn: City Attorney's Office
16000 N Civic Center Plaza
Surprise, AZ 85374

Copy to:
Attn: Chris Boyd
Title: Building Official
Phone: (623) 222-3099

11. Interpretation and Amendments. This Agreement contains the entire agreement between the parties hereto. This Agreement shall not be amended or modified in any manner, except by an instrument in writing signed by the parties hereto.
12. Headings. Headings are for convenience only and are not to be construed as part of this Agreement.
13. Invalidity of a Term. The parties agree that in the event any term, covenant or conditions herein contained should be held to be invalid or void, the invalidity of any such term, covenant or condition shall in no way affect any other term, covenant or condition of this Agreement.
14. Dispute. In the event of any dispute between the parties under this Agreement, the parties agree that they shall submit the dispute to arbitration pursuant to A.R.S. §§ 12-133(D) and 12-1518.
15. Inspection and Audit. Pursuant to A.R.S. §§ 35-214 and 35-215, all books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after completion of this Agreement. Such records shall be produced at the Auditor General's Office or such other office as the parties hereto may mutually agree within a reasonable time after request.
16. Conflict of Interest. The parties acknowledge that this Agreement is subject to cancellation by the Governor of Arizona pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein.
17. Prohibition Against Discrimination. In the event that it applies, the parties agree to comply with the Arizona Governor's Executive Order No. 2009-09.
18. Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. The exclusive venue for any litigation, arbitration, administrative hearing or the like concerning this Agreement or any matter arising therefrom shall be in Maricopa County, State of Arizona.

19. Unavailability of Funding. Every payment or financial obligation of the parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by any party at the end of the period for which funds are available. No liability shall accrue to any party in the event this provision is exercised, and neither the OMH or Agency shall be obligated or liable for any future payments nor for any damages as a result of termination under this paragraph.

20. E-verify. To the extent applicable under A.R.S. § 41-4401, each party and its respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each party has the right to inspect the papers of the other party or its subcontractors participating in this Agreement and may result in the termination of the Agreement by a non-breaching party under terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Agreement and have executed this Agreement the day, month and year first written above.

OFFICE OF MANUFACTURED HOUSING

CITY OF SURPRISE:

Name: _____

Debra Blake, Deputy Director
Department of Fire, Building and Life Safety
Office of Manufactured Housing

Name: _____

Sharon Wolcott, Mayor

ATTEST: _____

Sherry Aguilar, City Clerk

APPROVED this ____ day of _____, ____.

This Intergovernmental Agreement has been reviewed by the undersigned attorney for the Agency who has determined that it is in appropriate form and within the powers and authority granted by law to the Agency designed herein.

BY: _____

Misty Leslie, City Attorney

This Intergovernmental Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General.

Dated this ____ day of _____, ____.

BY: _____

Mary D. Williams,
Assistant Attorney General

Intergovernmental Agreements (IGA)

Office of Manufactured Housing

State of Arizona Department of
Fire, Building and Life Safety



Intergovernmental Agreement (IGA)

- **ARS 41-2153**
 - **Gives State authority to enter agreements with local jurisdictions to enforce installation standards and regulations**
- **Permitting**
- **Plan review**
- **Inspection**

Benefits

- Revenue from permits and inspections
- Consumers can apply for permits locally
- Scheduling and installation cycle time maintained
- Monitoring by State ensures jurisdiction compliance with standards and statutes, installer compliance and decreases illegal installations which may lead to safety violations

Audits

- **Performed periodically to ensure performance to terms of contract**
- **Permitting and inspection records reviewed**
- **Onsite visits to review inspection practices**
- **Performed even if no activity since last audit**
- **Ideally performed annually**
- **Likely performed every two years**

Contract

- **Written agreement between the City of Surprise (COS) and the Department of Fire, Building and Life Safety (DFLBS)**
- **COS permits and inspects installations of:**
 - **Manufactured Homes**
 - **Factory Built Buildings**
 - **Mobile Homes**
- **COS staff trained by DFLBS**
- **DFLBS audits permit data**
- **Valid for 5 years from the effective date**

Manufactured Housing Permits Previous 5 Years

YEAR	PERMITS
2010	1
2011	5
2012	3
2013	15
2014	5

TOTAL 29

Questions or Comments?



RESOLUTION # 2015-49

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTER-GOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA OFFICE OF MANUFACTURED HOUSING AND THE CITY OF SURPRISE FOR INSPECTION SERVICES

WHEREAS, pursuant to Arizona Revised Statutes § 11-951, *et seq.*, the City of Surprise has the authority to enter into intergovernmental agreements with other governmental entities;

WHEREAS, pursuant to A.R.S. § 41-2151 the purpose of the Arizona Office of Manufactured Housing ("OMH") is to maintain standards of quality and safety for manufactured homes, factory-built buildings, mobile homes, and the installation of the same;

WHEREAS, A.R.S. § 41-2153(B) (5) directs the Deputy Director of OMH to enter into agreements with local enforcement agencies to enforce the installation standards in their respective jurisdictions consistent with the installation standards of OMH; and

WHEREAS, it is the desire of both parties to eliminate unnecessary duplication of inspections regarding installation standards within the Agency's jurisdiction.

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

Section 1. The City of Surprise hereby agrees to enter into an Intergovernmental Agreement between the State of Arizona Office of Manufactured Housing and the City of Surprise for inspection services and authorizes Mayor Sharon Wolcott to sign this Intergovernmental Agreement.

Section 2. The City Manager, Bob Wingenroth, is hereby authorized and directed to take all steps necessary and appropriate to further the purposes of this Resolution.

[SIGNATURE ON THE FOLLOWING PAGE]

APPROVED AND ADOPTED this ____ day of _____, 2015.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney



CITY OF SURPRISE
Regular City Council Meeting

June 2, 2015 @ 6:00:00 PM

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

Council Meeting Date:	June 2, 2015	Contact Person:	Jason Hughes, Program Coordinator
Submitting Department:	Human Service & Community Vitality	District:	Citywide
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action amending the intergovernmental agreement between the City of Surprise and Maricopa County regarding the acceptance of increased HOME funds from Maricopa County, as part of the Maricopa County Home Consortium FY2016; Resolution 2015-51.

Motion:

I move to approve Resolution 2015-51.

Background:

HOME funding is provided by the U.S. Department of Housing and Urban Development (HUD) to municipalities in order to provide decent and affordable housing, for income qualified residents of Surprise. This funding would be applied towards the continuation of the Housing Rehabilitation Program that addresses homes that are in need of health and safety repairs or replacement. The City of Surprise receives funding as a member of the Maricopa County Housing Consortium through an intergovernmental agreement. This is necessary as Surprise does not meet the necessary population threshold to receive funding directly from HUD.

Financial Impact Statement:

Acceptance of the HOME grant funds for Fiscal Year 2016 will increase the amount of money in the Neighborhood and Family Services HOME program by \$130,000. Any additional cost will be addressed by scaling back the project or matching with other grant awards. The additional grant funding of \$130,000 will be included as a part of the FY2016 budget.

ATTACHMENTS:

Click to download

- ☐ [Amendment Exhibit A](#)
- ☐ [Resolution 2015-51](#)
- ☐ [Resolution 2014-117](#)

☐ [Executed IGA](#)

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

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

Jason Hughes, Program Coordinator

Christina Ramirez, Neighborhood Services Supervisor



AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF SURPRISE



- I. The purpose of Amendment #1 is to increase the contract amount to \$263,451.
- II. Therefore, Section III Work Statement shall be amended as follows:
 - A. Add a new scope of work in Section III Work Statement to include funding in the amount of \$130,000 for the Single-Family Housing Replacement Project. See attached Exhibit A.
- III. Therefore, Section IV Work Compensation Section C will be replaced as follows:

C. REIMBURSEMENT

The COUNTY shall provide financial assistance in an amount up to Two Hundred Sixty-Three Thousand Four Hundred Fifty-One dollars (\$263,451) 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.
- IV. The foregoing paragraph, along with the attached Work Statement, contains all the changes made by this Amendment. All other terms and conditions of the original agreement remain the same and in full force and effect.

IN WITNESS THEREOF, the Parties have signed this agreement:

APPROVED BY:
CITY OF SURPRISE

APPROVED BY:
MARICOPA COUNTY

Authorized Signature

Steve Chucuri, Chairman

Date: _____

Date: _____

Attested To:

Fran McCarroll, Clerk of the Board

IN ACCORDANCE WITH A.R.S. § 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS AGREEMENT IS IN PROPER FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

CITY OF SURPRISE

MARICOPA COUNTY

BY: _____

BY: _____

Deputy County Attorney

Date: _____

Date: _____

SECTION III
WORK STATEMENT



MARICOPA COUNTY
HUMAN SERVICES DEPARTMENT

MARICOPA COUNTY
HOME Investment Partnership Program
FY 2014-2015

DUNS # 021648936

Agency: City of Surprise

Program Year: FY 2014-2015- Reallocated Program Income (\$130,000)

Project: Single-Family Housing Replacement Type of Property: Single-Family

Describe the Scope of Work:

Replacement of a substandard home in an area within where the housing is on average over 40 years old, and over 50% of the residents are at or below 80% of area median income

Consolidated Plan – Describe goals to be addressed:

Improvement and reinvestment in current housing stock within the City of Surprise.

Describe special program or development requirements, environmental, technical or legal obstacles that must be resolved to implement this activity?

Increase collaboration between lead agency and grantor in order to assure timely project implementation.

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		
HOME	1 replacement home	Income qualified, owner-occupied homeowners	1 replacement project that bring home up to city code	Reinvest in aging housing stock / replacement of substandard housing

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):

☐ Purchase ☐ Lease ☐ Purchase

☐ Agreement to Lease/Lease Option

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: This project will result in the demolition of an existing home currently occupied by a low income resident. A home will be reconstructed in its place and the same low income resident will occupy the structure.

Will this property contain temporary relocation? ☐ Yes ☒ No If yes explain:

Will the property require lead based paint abatement? ☒ Yes ☐ No If yes explain:

The home was built pre-1978.

D. PROPOSED BENEFICIARIES

Targeted Population by Income Level	Number of Households	Total Number of Units	Number of <u>County Assisted</u> Units in program (if rental)
Households at or below 50%	1	1	
Households at or below 60%			
Households at or below 80%			
TOTAL	1	1	

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:	

E. PERFORMANCE REPORTING - GOALS:

Completion date: January 29, 2017

TIMELINE OF ACTIVITIES

<u>MILESTONES</u>	<u>START DATE</u>	<u>COMPLETION DATE</u>
Home Set up Report	5/1/15	5/1/15
Contractor Contract Approval by Council	5/31/15	6/30/15
Environmental Review	6/30/15	7/30/15
Award Contract	8/1/15	8/1/15
Homeowner Contract	8/5/15	8/5/15
Commence Replacement	8/12/15	12/12/15
Walkthrough/Move in	12/15/15	12/15/15
Completion Report submitted to City	12/15/15	1/15/16

Any change to the Timeline will need to be approved by the Maricopa County and be submitted to the County.

F. ACTIVITY FOLLOW UP AND LONG TERM COMMITMENT:

Provide method for assuring activity will be used for the original purpose for the required time period (inspections, maintenance, liens, years of affordability per HUD regulations etc.)

City will file a lien instrument outlining period of affordability in the forgivable loan agreement, promissory note and deed of trust documents.

G. ACTIVITY BUDGET SUMMARY:

<u>SITE & DEMOLITION</u>	<u>Reallocated Program Income</u>	<u>Match</u>
Site Work		
Demolition	\$8,500	
TOTAL	\$8,500	
<u>NEW CONSTRUCTION or REHAB</u>		
Construction Costs	\$95,000	
Builder Overhead	0	
Development Fees		
Development Costs	\$7,000	
Consultant/Specialist	0	
Permits & Fees	0	
Construction Contingency	0	
Sales Tax	0	
Other	\$19,500	\$32,500
TOTAL	\$130,000	
GRAND TOTAL	\$130,000	\$32,500

H. 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
City of Surprise General Fund	Previously invested Cash.	\$32,500		\$32,500
TOTALS		\$32,500		\$32,500

* Total Match reported here must equal Total Match on the Budget Summary.

I. PROGRAM INCOME:

PROGRAM INCOME: ☐ Will ☒ Will not be generated with this activity
Submit Program Income log monthly

J. COST OVERRUNS:

Cost overruns will be handled by: Scaling back on project if still viable or utilize CDBG funds.

RESOLUTION 2015-51

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SURPRISE AND MARICOPA COUNTY BY INCREASING THE AMOUNT OF FUNDING TO \$263,500 TO FACILITATE COMPLETION OF THE APPROVED FY2016 ACTIVITIES WITH HOME GRANT FUNDS.

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 and Towns 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 intergovernmental agreement between City of Surprise and Maricopa County in the amount of \$133,500 was approved by Council on December 16, 2014 through Resolution 2014-117;

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; and

WHEREAS, Maricopa County has amended the approved intergovernmental agreement, to increase the amount of funds received by the City of Surprise to a total of \$263,500.

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

Section 1. The document entitled "Amendment to the Intergovernmental Agreement Between Maricopa County Administered by Its Human Services Department and City of Surprise," attached as *Exhibit A*, is hereby approved and Mayor Sharon Wolcott is hereby directed to execute the amended agreement and any related documents on behalf of the City.

Section 2. The City is hereby authorized to accept additional grant funds in the amount \$130,000 in FY2016 from Maricopa County for the Neighborhood Revitalization Fund.

APPROVED AND ADOPTED this _____ day of _____, 2015.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney

RESOLUTION # 2014-117

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2015 BUDGET BY REALLOCATING APPROPRIATIONS OF \$133,500 FROM THE GRANTS AND CONTINGENCY FUND TO THE NEIGHBORHOOD REVITALIZATION FUND DUE TO AN INTERGOVERNMENTAL AGREEMENT FOR SUBRECIPIENT ALLOCATION OF HOME INVESTMENT PARTNERSHIP FUNDS BY THE MARICOPA COUNTY CONSORTIUM AND APPROVING \$31,277 IN MATCHING FUNDS.

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

WHEREAS, this grant IGA was provided after the budget process for FY2015 which will necessitate a budget amendment in the amount of \$133,500 with a required match from the City of Surprise of \$31,277.

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

Section 1. 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.

Section 2. 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.

SIGNATURES ON THE FOLLOWING PAGE

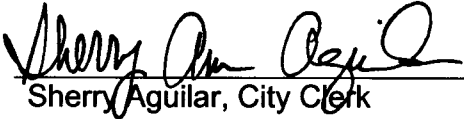
APPROVED AND ADOPTED this 16 day of December, 2014.



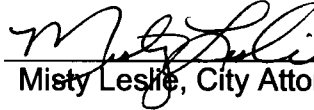
Sharon R. Wolcott, Mayor

Attest:

Approved as to form:



Sherry Aguilar, City Clerk



Misty Leslie, City Attorney

RESOLUTION # 2014-117

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	\$2,083,200	\$133,500	\$2,216,700
Grants and Contingency	5,596,500	(133,500)	5,463,000
	<u>\$7,679,700</u>	<u>\$0</u>	<u>\$7,679,700</u>

Revenue	Current Appropriation	Increase (Decrease)	Amended Appropriation
Neighborhood Revitalization	\$2,083,200	\$133,500	\$2,216,700
Grants and Contingency	5,250,000	(133,500)	5,116,500
	<u>\$7,333,200</u>	<u>\$0</u>	<u>\$7,333,200</u>

The fund changes are as follows:

- Grants and Contingency Fund– The amendment reallocates budget authority for \$133,500 to the Neighborhood Revitalization Fund for accepting the grant from the Maricopa County Consortium. Contingency is programmed for unplanned expenses without exceeding the approved total annual budget for FY2015.
- Neighborhood Revitalization Fund– The amendment reallocates appropriation of \$133,500 from the Grants and Contingency Fund to the Neighborhood Revitalization Fund for other professional services.

EXHIBIT B

Intergovernmental Agreement Between Maricopa County Administered by its Human Services Department And City of Surprise



AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT AND THE CITY OF
SURPRISE



Contract #: C-22-15-004-3-00

The City of Surprise, hereinafter referred to as "**SUBRECIPIENT**", and the COUNTY OF MARICOPA, hereinafter referred to as "**COUNTY**" by and through its contract administrator, the Human Services Department (MCHSD), on behalf of the COUNTY hereby enter into this Amendment No. 1 of the Agreement entered into on June 30, 2014 and agree to:

1. Extend the contract end dates from December 31, 2014 to June 30, 2015.
2. Revise Section III. Work Statement paragraph E. Performance Reporting Goals as follows:

E. PERFORMANCE REPORTING - GOALS:

Project Completion date: June 30, 2015

3. Revise Timeline of Activities as follows:

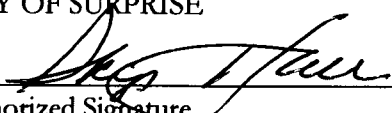
<u>MILESTONES</u>	<u>START DATE</u>	<u>COMPLETION DATE</u>
Contractor Contract Approval by Council	10/1/2014	11/1/2014
Environmental Review	8/1/2014	11/1/2014
Award Contract	11/15/2014	11/15/2014
Homeowner contract	11/20/2014	11/20/2014
Commence Replacement	1/15/2015	4/30/2015
Walkthrough/Move in	5/1/2015	5/15/2015
Contract Expiration	6/30/2015	6/30/2015

Any change to the Timeline will need to be approved by the Maricopa County and be submitted to the County.

All other terms and conditions not amended hereby remain in full force and effect. This Amendment may be executed in three or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.

IN WITNESS THEREOF, the Parties have signed this agreement:

APPROVED BY:
CITY OF SURPRISE


Authorized Signature

Date: 12/23/14

Office for Research and Sponsored Projects
Administration

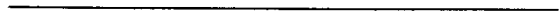
BY: Vice-Mayor

APPROVED BY:
MARICOPA COUNTY


Denny Barney
Chairman of the Board Signature

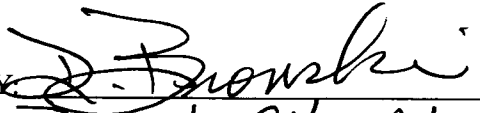
Date: _____

Attested To:


Fran McCarroll, Clerk of the Board

IN ACCORDANCE WITH A.R.S. § 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS AGREEMENT IS IN PROPER FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

MARICOPA COUNTY

BY: 
Deputy City Atty

Date: 12/23/14

BY: _____
Legal Counsel for Maricopa County

Date: _____



INTERGOVERNMENTAL AGREEMENT
FOR SERVICES BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF SURPRISE



Contract Amount: \$133,451
Contract Start Date: July 1, 2014
Contract Termination Date: Contract Term 24 months from the date fully executed
Contract Number: _____
Program Number: CM1410
CFDA Number: 14.239, HOME Investment Partnership Program
DUNS Number: 02-164-8936

COUNTY shall provide financial reimbursement in a contract amount up to One Hundred Thirty-Three Thousand Four Hundred Fifty-One dollars (\$133,451) subject to the terms of this Agreement and availability of funds. This Agreement amount 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 Supervisors
Phone: 623-222-3238 E-mail: Christina.Ramirez@surpriseaz.gov
Address: 16000 N. Civic Center Plaza, Surprise AZ, 85374

LEAD AGENCY

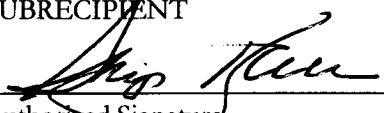
Representative: Amy Jacobson, Community Development Assistant Director
Phone: (602) 372-1528 E-mail: jacobsona@mail.maricopa.gov
Address: 234 N. Central Ave., Third Floor, Phoenix, AZ 85004

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



Authorized Signature

12/23/14

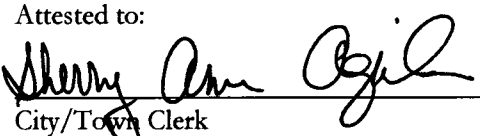
DATE

Approved By:
MARICOPA COUNTY (LEAD AGENCY)

Chairman, Board of Supervisors

DATE

Attested to:



City/Town Clerk

12/23/14

DATE

Attested to:

Clerk, Board of Supervisors

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

12/23/14

DATE

Attorney for the Board of Supervisor

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. **Commitment** means an executed legally binding written agreement with a SUBRECIPIENT or a contractor to use specific amount of HOME funds to produce affordable housing, provide down-payment assistance or tenant based rental. An agreement between the representative unit and a member unit of general local government of the Consortium does not constitute a commitment as described in 24 CFR Part 92.2(1) and (2).
5. **Contract Administrator** means the person administering this Agreement on behalf of the Department.
6. **Project Coordinator** means the liaison between the Department and the Subrecipient that is responsible for contract monitoring and technical assistance.
7. **COUNTY** means Maricopa County.
8. **Department** means the Maricopa County Human Services Department Community Development Division.
9. **Developer/Subcontractor** means a non-profit or for-profit organization carrying out HOME related project activities as described in the written agreement between the City and the Developer.
10. **Director** means the Director of the Maricopa County Human Services Department.
11. **Division** means a section of the Human Services Department Community Development Division.
12. **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.
13. **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.
14. **Juvenile** means any person under the age of eighteen (18).
15. **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.
16. **Performance Bond** means a bond executed to secure fulfillment of all of the SUBRECIPIENT's obligations under this Agreement.
17. **Program** means HOME SUBRECIPIENT receive funds to carry out programs (e.g., down payment 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.

18. **Projects** means rehabilitation or new construction (with or without acquisition) as described in a legally binding agreement between the HOME SUBRECIPIENT and the prospective owners or beneficiaries of the HOME funds for which all necessary financing has been secured and budgeted and for which an acquisition, construction and/or rehabilitation schedule has been established, and underwriting has been completed and otherwise complies with CFR Part 92.2(2) and 92.2 (A) and (B).
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 member unit of a general local government, 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. Budget adjustments that do not change the Contract Amount may be documented by an Amendment signed by the Director and the SUBRECIPIENT's Representative. If the COUNTY agrees to the budget adjustments that increase the Contract Amount, 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 Assistant Director within ten (10) working days from the date the SUBRECIPIENT knew or should have known of the basis of the dispute. The Assistant Director, as applicable, shall respond in writing to the SUBRECIPIENT within fourteen (14) working days. The decision of the Assistant Director 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 Department or the Director of 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 or the Director of the Materials Management Department, the SUBRECIPIENT shall proceed diligently with the performance of this Agreement in accordance with the Assistant Director's decision.

J. DEFAULT AND REMEDIES FOR NONCOMPLIANCE

1. Notwithstanding anything to contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.
2. 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.

3. 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.
4. 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. Waiver 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, the 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.

Section I General Provisions

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-87, A-133, and A-122, as applicable, and 24 CFR Parts 44, 84, 85.92 and 570 as applicable. 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

SUBRECIPIENT, at SUBRECIPIENT's own expense shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A+. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of COUNTY. The form of any insurance policies and forms must be acceptable to COUNTY.

SUBRECIPIENT shall have in effect at all times during the term of this Agreement insurance that is adequate to protect the COUNTY, its officers and employees, participants, and equipment funded under this Agreement against the losses set forth below. SUBRECIPIENT shall name the COUNTY as an additional insured party. 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.

SUBRECIPIENT's insurance shall be primary insurance as respects COUNTY, and any insurance or self-insurance maintained by COUNTY shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the COUNTY's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to COUNTY under such policies. SUBRECIPIENT shall be solely responsible for the deductible and/or self-insured retention and COUNTY, at its option, may require SUBRECIPIENT to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. COUNTY shall not be obligated to review policies and/or endorsements or to advise SUBRECIPIENT of any deficiencies in such policies and endorsements, and such receipt shall not relieve SUBRECIPIENT from, or be deemed a waiver of COUNTY's right to insist on strict fulfillment of SUBRECIPIENT's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name COUNTY, its agents, representatives, officers, directors, officials and employees as Additional Insured's.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against COUNTY, its agents, representatives, officers, directors, officials and employees for any claims arising out of SUBRECIPIENT's work or service.

1. Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

2. Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the SUBRECIPIENT's owned, hired, and non-owned vehicles assigned to or used in performance of the SUBRECIPIENT's work or services under this Contract.

3. Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of SUBRECIPIENT's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

SUBRECIPIENT waives all rights against COUNTY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by SUBRECIPIENT pursuant to this Contract.

4. Certificates of Insurance

Prior to commencing work or services under this Contract, SUBRECIPIENT shall have insurance in effect as required by the Contract in the form provided by the COUNTY, issued by SUBRECIPIENT's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the COUNTY upon ten (10) business days. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.

In the event any insurance policy(ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of SUBRECIPIENT's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to COUNTY fifteen (15) days prior to the expiration date.

5. Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the COUNTY.

6. If the SUBRECIPIENT provides professional or semi-professional personal services under this agreement for which malpractice or professional liability coverage is available, such as medical, psychiatric, or legal services, Contractor shall carry minimum liability coverage of \$2,000,000 each

occurrence and provide the Department with proof of coverage except for governmental entities that are self-insured.

HH. BONDING

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. GRIEVANCE PROCEDURE

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. This system shall include protest procedures for decisions related to contract awards and requests for reasonable accommodations for persons with disabilities.

JJ. NONDISCRIMINATION

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. EQUAL EMPLOYMENT OPPORTUNITY

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. FINANCIAL MANAGEMENT

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

Section I General Provisions

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 the SUBRECIPIENTs and grantees of federal funds must certify that they will provide drug-free workplaces that comply with federal law. 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 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 Maricopa County Human Services Department, Attention: Community Development Assistant Director, 234 N. Central Ave., Third Floor, Phoenix, AZ 85004.

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

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.

XX. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS

1. The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation;
2. SUBRECIPIENT shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by SUBRECIPIENT and copies provided to COUNTY upon request; and
3. SUBRECIPIENT shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

YY. COMPLIANCE WITH REQUIREMENTS REGARDING ELIGIBILITY FOR PUBLIC BENEFITS

Subrecipient shall comply with State and other laws regarding eligibility for public benefits including 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:

1. All applicants authorized to receive public benefits must provide documentation of their lawful presence in the United States through a verification process.
2. 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.
3. The Affidavit Demonstrating Lawful Presence in the United States or similar form shall be used to document compliance with requirements 1 and 2, above.
4. Employees of Maricopa County and its subcontracted entities are required to report "discovered violations" of federal immigration law
5. Public benefits are defined in ARS 1-501 as any grant, contract, loan, professional license, or commercial license provided by an agency of the United States or by appropriated funds of the United States; and any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment benefit, or any other similar benefit for which payments or assistance are provided to an individual, household, or family eligibility unit by an agency of the United States or by appropriated funds of the United States.
6. Programs, services, or assistance such as soup kitchens, crisis counseling and intervention, and short-term shelter which meet the following conditions are exempt from ARS 1-501 and 1-502.
 - (i) deliver in-kind services at the community level, including through public or private nonprofit agencies;
 - (ii) do not condition the provision of assistance, the amount of assistance provided, or the cost of assistance provided on the individual recipient's income or resources; and
 - (iii) are necessary for the protection of life or safety.

SECTION II
SPECIAL PROVISIONS



MARICOPA COUNTY
HUMAN SERVICES DEPARTMENT

Section II Special Provisions

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
5. **CD** means Community Development Division
6. **Admin Standard Operating Procedures Manual** means Administrative Manual on Compact Disk produced by the Human Services Department/Community Development Division
7. **Maricopa HOME Consortium** means jurisdictions that participate in the Three-Year Cooperative Agreement
8. **Five Year Consolidated Plan** means HUD required Consolidated Plan submitted by the COUNTY as the lead agency
9. **Annual Action Plan** means the annual plan submitted by the COUNTY as the lead agency to HUD that describes jurisdiction's program goals
10. **BOS** means Maricopa County Board of Supervisors
11. **Beneficiary** means a person or household who meets the income requirements of 24 CFR 92.203 subject to the restriction on assistance to students enrolled in and institution of higher education as described in 24 CFR 5.612

C. STANDARDS

The SUBRECIPIENT shall perform the work and provide the services as identified in the Work Statement and shall immediately notify the Project Coordinator 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 Reports:
 - a. Quarterly Program Income Report and supporting documentation due on the 15th of July, October, January and April.
 - b. Quarterly Progress Reports due on the 15th 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 will result in suspension of payment reimbursement requests until all reports are brought current. 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. Monthly 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 within fifteen (15) days of a fully executed written agreement and HOME Completion Report Within sixty (60) days of final payment request submit HOME Completion Report all of required documents as described in section 15 of this Agreement to Project Coordinator.
 - e. MBE/WBE information; and
 - f. Other HUD-required reporting data as applicable shall be submitted.
2. **PROGRAM INCOME:** Means all gross income received by the HOME SUBRECIPIENT directly generated from the use of funds provided by this Agreement or matching contributions. When program income is generated by housing that is only partially assisted with HOME funds or matching funds, the income shall be prorated to reflect the percentage of HOME fund used. Program income may be retained and used by the SUBRECIPIENT under the following conditions: submit to the COUNTY documentation supporting the amount of program income received and expended. Quarterly program income reports are due to the COUNTY by the 15th day following the end of the quarter. At the end of each fiscal year, June 30th a yearly program income log must be submitted to the COUNTY that states program income received and expended. 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.

Program Income includes, but is not limited to: [1] proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated or constructed with HOME funds or matching contributions, [2] gross income from the use or rental of real property, owned by the Subrecipient that was acquired, rehabilitated, or constructed, with HOME funds or matching contributions, less cost incidental to generation of the income; [3] payments of principal and interest on loans made using HOME funds or matching contributions; [4] Proceeds from the sale of loans made with HOME funds or matching contributions; [5] Proceeds from the sale of obligations secured by loans made with HOME funds or matching contributions; [6] Interest earned on program income pending its disposition; and [7] Any other interest or return on the investment permitted under 24 CFR 92.205(b) of HOME funds or matching contributions.

3. REAL PROPERTY ACQUIRED or IMPROVED WITH HOME FUNDS: 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 and §92.254.
4. DEOBLIGATION: The COUNTY may reduce funds from the funding award evidenced by this Agreement, 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;
 - c. The COUNTY original allocation was a loan and the SUBRECIPIENT paid the loan;
 - d. Cancelled or changed a 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. This repayment obligation extends to but is not limited to questioned costs identified in HUD monitoring or Single Audit and repayments required by HUD for failed projects during the period of affordability for projects financed under this agreement. 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 eighty (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 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. Outcome Measures – The SUBRECIPIENT shall maintain data that supports the accomplishment of the desired outcomes as indicated in the Work Statement.
 - iii. Disclosure – 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. Activity Reports – 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. Audits and Inspections – 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 choice limiting 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 Comp., p. 652 and 3 CFR 1980 Comp., p. 307) and implementing regulations at 24 CFR §107: and Title VI of the Civil Rights Act of 1964, 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, Comp., 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 contract;
 - 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 – Unless expressly authorized in the written Agreement by the SUBRECIPIENT exempt activities such as architectural, engineering and administration may be undertaken and reimbursed by the COUNTY prior to receipt of HUD Request Release of Funds RROF. Exempt activities described in 24 CFR

58.34(1)(1)-(11) are activities that generally have no physical impact on the environment. Otherwise the SUBRECIPIENT shall not expend or commit federal or non-federal funds by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD has provided written authorization based on approved ERR. Any pre-Agreement costs enter into by a subcontract(s) with any agency or individual in the performance of this Program that are not exempt activities 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.
14. PROGRAM 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. In compliance with 24 CFR 92.502(d) all project completion data shall be entered in IDIS within 120 days of the final drawdown for all activity types. Project completion means projects have all necessary title transfer and construction work completed, projects comply with HOME requirements including property standards set forth at 24 CFR 92.251, the final draw has been disbursed; and the projection completion data entered into IDIS.

For the purposes of rental project, the project is complete when construction is complete and the units are ready for occupancy. The identification of a beneficiary is not required for project completion. Vacant rental units may be marked as vacant when completion data is entered.

15. 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 complete its Environmental Review pursuant to section 5 within one hundred and eighty(180) calendar days from the date the COUNTY executes this Agreement;
 - b. The SUBRECIPIENT fails to commit funds to a specific local project in performance of and in accordance with the terms of this Agreement within eighteen (18) months from the execution date the COUNTY executes this Agreement.
 - i. Commit for the purposes of this paragraph shall have the same meaning as 24 CFR 92.2(2)(i)-(iii).
 - c. The SUBRECIPIENT fails to expend HOME funds in performance of and in accordance with the terms of this Agreement within twenty-four (24) months from the date the COUNTY executes this Agreement.
16. The COUNTY will terminate any Agreement and recapture funds from the same Agreement in which the SUBRECIPIENT does not timely perform the activities described in paragraph 16 above or in the milestones in the Statement of Work 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 the Agreement for cause pursuant to Section I of this Agreement.
17. In the event that a project is not completed within four years from the date that the COUNTY executes this agreement, the SUBRICIPIENT must repay the HOME funds. The COUNTY may at its option ask HUD for a 12-month extension provided that the SUBRECIPIENT provides the status of the project, identifies the steps taken to overcome any obstacles to completion provide proof of adequate funding to complete the project and provides a schedule with milestone for completion of the project. If HUD does not provide an extension or the COUNTY determines that the SUBRICIPIENT has not provided an adequate basis for a continuance, the SUBRECIPIENT must return funds to the COUNTY.
18. 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 Standard Operating Procedures Administrative Manual. 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/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 HOME Consortium Standard Operating Procedures Administrative Manual and all provisions in the most recent Administrative Manual. Non-compliance with the HOME Consortium Standard Operating Procedures Administrative Manual 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 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.
19. REVERSION OF ASSETS: 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 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 24 CFR 92.504 and the guidelines that it adopts for this purpose and complete all assessments required by the rules, including, but not limited to:
 - 1. Complete all income determinations, underwriting and subsidy layering guidelines, rehabilitation standards, refinancing guideline, homebuyer program policies and affordability requires;
 - 2. Complete a timely environmental review;
 - 3. Complete an underwriting review; assess developer capacity, fiscal soundness and neighborhood market conditions; and
 - 4. The SUBRECIPIENT 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:
 - i. The dangers of drug abuse in the workplace;
 - ii. The participating jurisdiction's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. 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:
 - i. Abide by the terms of the statement; and
 - ii. 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 ii. from an employee or otherwise receiving actual notice of such conviction.

Section II Special Provisions

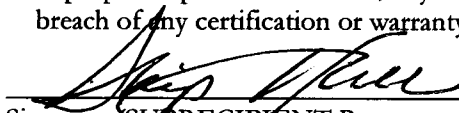
Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph 4ii., with respect to any employee who is so convicted
 - i. 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
 - ii. 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)

Skip Hall
Printed/Typed Name

12/23/14
Date

Vice-Mayor
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;

Section II Special Provisions

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: City of Surprise

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.

Section II Special Provisions

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:
- i. "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);
 - ii. "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;
 - iii. "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;
 - iv. "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).

SECTION III
WORK STATEMENT



MARICOPA COUNTY
HUMAN SERVICES DEPARTMENT

**MARICOPA COUNTY
HOME Investment Partnership Program
FY 2014-2015**

Date: 7/1/2014

DUNS # 021648936

Agency: City of Surprise

Program Year: FY 2014-2015

Project: Single-Family Housing Rehab

Type of Property: Single-Family

Describe the Scope of Work:

Owner-occupied single family housing rehabilitation of clients at or below 80% median income. Rehabilitation will include replacement of mechanical, electrical and plumbing systems in order to bring home up to current building codes.

Consolidated Plan – Describe goals to be addressed:

Improvement and reinvestment in current housing stock within the city of Surprise.

Describe special program or development requirements, environmental, technical or legal obstacles that must be resolved to implement this activity?

Increase collaboration between lead agency and grantor in order to assure timely project implementation.

Priority rated in the Consolidated Plan:

☒ High ☐ Medium ☐ Low

SECTION IV COMPENSATION

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		
HOME grant funding	1-2 rehabilitations / replacements	Income qualified, owner-occupied homeowners	1-2 completed rehabilitation / replacement projects that bring homes up to city code	Reinvest in aging housing stock / replacement of substandard housing

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):

☒ Purchase Option ☐ Lease ☐ Purchase Contract

☐ Agreement to Lease/Lease Option

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: If house built prior to 1978 testing will occur.

SECTION IV COMPENSATION

D. PROPOSED BENEFICIARIES

Targeted Population by Income Level	Number of Households	Total Number of Units	Number of <u>County Assisted</u> Units in program (if rental)
Households at or below 50%	1	1	
Households at or below 60%			
Households at or below 80%	1	1	
TOTAL	2	2	

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:	

E. PERFORMANCE REPORTING - GOALS:

Completion date: Must be completed within 24 months of contract execution

TIMELINE OF ACTIVITIES

<u>MILESTONES</u>	<u>START DATE</u>	<u>COMPLETION DATE</u>
Client prequalification	6/30/14	3/31/15
Environmental Clearance	4/1/15	5/15/15
Preconstruction	6/15/14	7/15/15
Construction	7/16/15	6/30/16

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:

Provide method for assuring activity will be used for the original purpose for the required time period (inspections, maintenance, liens, years of affordability per HUD regulations etc.)

City will file a lien instrument outlining period of affordability in the forgivable loan agreement, promissory note and deed of trust documents.

SECTION IV COMPENSATION

G. ACTIVITY BUDGET SUMMARY:

<u>ACQUISITION</u>	TOTAL COST	HOME FUNDS	Source #1	Source #2	MATCH
Land					
Buildings					
Closing Costs					
Legal Fees					
TOTAL					
<u>SITE & DEMOLITION</u>					
Site Work					
Demolition					
TOTAL					
<u>NEW CONSTRUCTION or REHAB</u>					
Construction Costs		\$125,110			31277
Builder Overhead					
Builder Profit					
General Requirements					
Consultant/Specialist					
Permits & Fees					
Construction Contingency					
Sales Tax					
Other					
TOTAL		\$125,110			31277
<u>ARCHITECTURAL FEES</u>					
Design					
Supervision					
Other					
TOTAL					
<u>CONSTRUCTION INTEREST & FEES & LEGAL FEES</u>					
Construction Interest					
Bond Premium					
Title & recording					
Insurance					
Legal Fees					
Other					
TOTAL					
<u>ADMINISTRATION COSTS</u>					
Program Delivery		\$8,341			
TOTAL		\$8,341			

SECTION IV COMPENSATION

OTHER					
Other-Itemize					

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
City of Surprise	Cash	\$31,277		\$31,277
TOTALS		\$31,277		\$31,277

* 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

Program Income will be used for: Program Income is not expected, but if received will reinves

K. COST OVERRUNS

Cost overruns will be handled by: Scaling back on project if still viable or utilize CDBG funds.

SECTION IV
COMPENSATION



MARICOPA COUNTY
HUMAN SERVICES DEPARTMENT

SECTION IV COMPENSATION

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 A) to COUNTY. SUBRECIPIENT may request funds only after the SUBRECIPIENT has satisfied the funding contingencies and federal Environmental Review conditions and has a written agreement in place for project activities. Request for reimbursement must be made using the request for payment incorporated in this Agreement.

COUNTY agrees to reimburse SUBRECIPIENT for actual allowable costs incurred, upon certification of HUD Environmental 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.

SUBRECIPIENT must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may otherwise reasonably required to per the COUNTY to determine or confirm that any such expenditures are pursuant and within the scope of work.

C. **REIMBURSEMENT**

The COUNTY shall provide financial assistance in an amount up to One Hundred Thirty-Three Thousand Four Hundred Fifty-One dollars (\$133,451) is 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 except for exempt activities as described in 24 CFR 58.34(a)(1)-(11) that generally have no physical impact on the environment. 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-SAMPLE

MARICOPA COUNTY HUMAN SERVICES DEPARTMENT
HOME INVESTMENT PARTNERSHIPS PROGRAM
Invoice Date:
CONSORTIUM MEMBER:
CM Address:
City/Zip:

FOR MCHSD USE ONLY			
ALLOCATION 13/14			
PRIOR YEAR FUNDS			
ENCUMBRANCE \$	-	EXPENDED	0
BALANCE \$	-	BALANCE \$	-

FISCAL YEAR GOAL:
ACCOMPLISHMENTS:

FY

ENCUMBRANCE DEADLINE EXPENDITURE DEADLINE
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
Acq/Rehab of single family homes									
					\$ -	\$ -			
					\$ -				
	SUB TOTAL	\$ -	\$ -	\$ -	\$ -				
Admin									
					\$ -				
	SUB TOTAL	\$ -	\$ -	\$ -	\$ -				
	TOTALS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -



COMMUNITY DEVELOPMENT

Date: December 2, 2014

To: Mayor and City Council

From: Eric Fitzer, Director
Christina Ramirez, Neighborhood Services Supervisor

Re: Intergovernmental Agreement/Maricopa County HOME funds

Introduction

The Neighborhood Services Division has been awarded \$133,451 for Fiscal Year (FY) 2014 from the U.S. Department of Housing and Urban Development (HUD) under the HOME program. Approval of the Intergovernmental Agreement with Maricopa County and its remaining members of the Consortium; City of Avondale, City of Chandler, Town of Gilbert, City of Glendale, City of Peoria, City of Scottsdale, and City of Tempe is necessary in order to accept the funds.

Background

HOME funding is provided by the U.S. Department of Housing and Urban Development (HUD) to municipalities in order to provide decent and affordable housing, for income qualified residents of Surprise. This funding would be applied towards the continuation of the Housing Rehabilitation Program that addresses homes that are in need of health and safety repairs or replacement. The City of Surprise receives funding as a member of the Maricopa County Housing Consortium through an intergovernmental agreement. This is necessary as Surprise does not meet the necessary thresholds to receive funding directly from HUD.

Previous Actions

Through the City's Annual Action Plan, HOME grant funds have previously been received for FY 2006-2013 through the HOME consortium and approved for the proposed activities.

Conclusion

Accepting this award in the amount of \$133,451 from (HUD) through our intergovernmental agreement with Maricopa County for FY 2014, it is believed that the recommended projects and programs will provide assistance to residents in need, thus supporting the national objective and intent of the HOME program.

Recommendations

Accept HOME funds through approval of the Intergovernmental Agreement with Maricopa County and the remaining members of the Consortium.

Future Actions

Accept funds from Maricopa County and the remaining members of the Consortium to utilize on previously mentioned projects and programs.



CITY OF SURPRISE
Regular City Council Meeting

December 16, 2014 @ 6:00:00 PM

+ Back Print

Council Meeting Date: December 16, 2014 Contact Person: Eric Fitzer, Community Development
Submitting Department: CD District: Internal
Staff Recommendations: Approve

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action on an Intergovernmental Agreement with Maricopa County regarding the acceptance of HOME funds, as part of the Maricopa County Housing Consortium and requesting a budget amendment for FY2015 by reallocating appropriations of \$133,500 from Grants and Contingency to the Neighborhood Revitalization Fund; Resolution 2014-117.

Motion:

I move to approve Resolution 2014-117.

Background:

HOME funding is provided by the U.S. Department of Housing and Urban Development (HUD) to municipalities in order to provide decent and affordable housing, for income qualified residents of Surprise. This funding would be applied towards the continuation of the Housing Rehabilitation Program that addresses homes that are in need of health and safety repairs or replacement. The City of Surprise receives funding as a member of the Maricopa County Housing Consortium through an intergovernmental agreement. This is necessary as Surprise does not meet the necessary thresholds to receive funding directly from HUD.

Financial Impact Statement:

Acceptance of the HOME grant funds for FY2015 will reallocate appropriations from the Grants and Contingency to the Neighborhood Revitalization fund in the amount of \$133,500. In addition, the grant requires a match of approximately \$31,277. Expenses will match the grant award with overruns being addressed either by scaling back the project or matching with other grant awards.

ATTACHMENTS:

Click to download

- ☐ [Staff Report](#)
 - ☐ [Resolution 2014-117](#)
-

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

City Clerk's Office Use

COUNCIL ACTION

Motion/Second:

Wolcott	_____
Winters	_____
Biundo	_____
Williams	<u>MS</u>
Villanueva	_____
Hall	_____
Tande	_____

Results:

For	<u>2</u>
Against	<u>6</u>
Passed	☒
Failed	_____
Continued	_____
Tabled	_____
Absent	_____
Abstained	_____



INTERGOVERNMENTAL AGREEMENT
FOR SERVICES BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF SURPRISE



Contract Amount: \$133,451

Contract Start Date: July 1, 2014

Contract Termination Date: Contract Term 24 months from the date fully executed

Contract Number: C-22-15-043-3-60

Program Number: CM1410

CFDA Number: 14.239, HOME Investment Partnership Program

DUNS Number: 02-164-8936

COUNTY shall provide financial reimbursement in a contract amount up to One Hundred Thirty-Three Thousand Four Hundred Fifty-One dollars (\$133,451) subject to the terms of this Agreement and availability of funds. This Agreement amount 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 Supervisors
Phone: 623-222-3238 E-mail: Christina.Ramirez@surpriseaz.gov
Address: 16000 N. Civic Center Plaza, Surprise AZ, 85374

LEAD AGENCY

Representative: Amy Jacobson, Community Development Assistant Director
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

Authorized Signature

DATE

Approved By:

MARICOPA COUNTY (LEAD AGENCY)

Chairman, Board of Supervisors

DATE

Attested to:

City/Town Clerk

DATE

Attested to:

Clerk, Board of Supervisors

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:

Attorney for the SUBRECIPIENT

DATE

APPROVED AS TO FORM:

Attorney for the Board of Supervisor

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. **Commitment** means an executed legally binding written agreement with a SUBRECIPIENT or a contractor to use specific amount of HOME funds to produce affordable housing, provide down-payment assistance or tenant based rental. An agreement between the representative unit and a member unit of general local government of the Consortium does not constitute a commitment as described in 24 CFR Part 92.2(1) and (2).
5. **Contract Administrator** means the person administering this Agreement on behalf of the Department.
6. **Project Coordinator** means the liaison between the Department and the Subrecipient that is responsible for contract monitoring and technical assistance.
7. **COUNTY** means Maricopa County.
8. **Department** means the Maricopa County Human Services Department Community Development Division.
9. **Developer/Subcontractor** means a non-profit or for-profit organization carrying out HOME related project activities as described in the written agreement between the City and the Developer.
10. **Director** means the Director of the Maricopa County Human Services Department.
11. **Division** means a section of the Human Services Department Community Development Division.
12. **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.
13. **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.
14. **Juvenile** means any person under the age of eighteen (18).
15. **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.
16. **Performance Bond** means a bond executed to secure fulfillment of all of the SUBRECIPIENT's obligations under this Agreement.
17. **Program** means HOME SUBRECIPIENT receive funds to carry out programs (e.g., down payment 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.

18. **Projects** means rehabilitation or new construction (with or without acquisition) as described in a legally binding agreement between the HOME SUBRECIPIENT and the prospective owners or beneficiaries of the HOME funds for which all necessary financing has been secured and budgeted and for which an acquisition, construction and/or rehabilitation schedule has been established, and underwriting has been completed and otherwise complies with CFR Part 92.2(2) and 92.2 (A) and (B).
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 member unit of a general local government, 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. Budget adjustments that do not change the Contract Amount may be documented by an Amendment signed by the Director and the SUBRECIPIENT's Representative. If the COUNTY agrees to the budget adjustments that increase the Contract Amount, 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 Assistant Director within ten (10) working days from the date the SUBRECIPIENT knew or should have known of the basis of the dispute. The Assistant Director, as applicable, shall respond in writing to the SUBRECIPIENT within fourteen (14) working days. The decision of the Assistant Director 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 Department or the Director of 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 or the Director of the Materials Management Department, the SUBRECIPIENT shall proceed diligently with the performance of this Agreement in accordance with the Assistant Director's decision.

J. DEFAULT AND REMEDIES FOR NONCOMPLIANCE

1. Notwithstanding anything to contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.
2. 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.

3. 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.
4. 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. Waiver 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, the 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.

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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-87, A-133, and A-122, as applicable, and 24 CFR Parts 44, 84, 85, 92 and 570 as applicable. 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

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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

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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

SUBRECIPIENT, at SUBRECIPIENT's own expense shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A+. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of COUNTY. The form of any insurance policies and forms must be acceptable to COUNTY.

SUBRECIPIENT shall have in effect at all times during the term of this Agreement insurance that is adequate to protect the COUNTY, its officers and employees, participants, and equipment funded under this Agreement against the losses set forth below. SUBRECIPIENT shall name the COUNTY as an additional insured party. 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.

SUBRECIPIENT's insurance shall be primary insurance as respects COUNTY, and any insurance or self-insurance maintained by COUNTY shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the COUNTY's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to COUNTY under such policies. SUBRECIPIENT shall be solely responsible for the deductible and/or self-insured retention and COUNTY, at its option, may require SUBRECIPIENT to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. COUNTY shall not be obligated to review policies and/or endorsements or to advise SUBRECIPIENT of any deficiencies in such policies and endorsements, and such receipt shall not relieve SUBRECIPIENT from, or be deemed a waiver of COUNTY's right to insist on strict fulfillment of SUBRECIPIENT's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name COUNTY, its agents, representatives, officers, directors, officials and employees as Additional Insured's.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against COUNTY, its agents, representatives, officers, directors, officials and employees for any claims arising out of SUBRECIPIENT's work or service.

1. Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

2. Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the SUBRECIPIENT's owned, hired, and non-owned vehicles assigned to or used in performance of the SUBRECIPIENT's work or services under this Contract.

3. Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of SUBRECIPIENT's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

SUBRECIPIENT waives all rights against COUNTY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by SUBRECIPIENT pursuant to this Contract.

4. Certificates of Insurance

Prior to commencing work or services under this Contract, SUBRECIPIENT shall have insurance in effect as required by the Contract in the form provided by the COUNTY, issued by SUBRECIPIENT's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the COUNTY upon ten (10) business days. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.

In the event any insurance policy(ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of SUBRECIPIENT's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to COUNTY fifteen (15) days prior to the expiration date.

5. Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the COUNTY.

6. If the SUBRECIPIENT provides professional or semi-professional personal services under this agreement for which malpractice or professional liability coverage is available, such as medical, psychiatric, or legal services, Contractor shall carry minimum liability coverage of \$2,000,000 each

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occurrence and provide the Department with proof of coverage except for governmental entities that are self-insured.

HH. BONDING

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. GRIEVANCE PROCEDURE

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. This system shall include protest procedures for decisions related to contract awards and requests for reasonable accommodations for persons with disabilities.

JJ. NONDISCRIMINATION

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. EQUAL EMPLOYMENT OPPORTUNITY

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. FINANCIAL MANAGEMENT

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

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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 the SUBRECIPIENTs and grantees of federal funds must certify that they will provide drug-free workplaces that comply with federal law. 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 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 Maricopa County Human Services Department, Attention: Community Development Assistant Director, 234 N. Central Ave., Third Floor, Phoenix, AZ 85004.

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

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.

XX. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS

1. The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation;
2. SUBRECIPIENT shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by SUBRECIPIENT and copies provided to COUNTY upon request; and
3. SUBRECIPIENT shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

YY. COMPLIANCE WITH REQUIREMENTS REGARDING ELIGIBILITY FOR PUBLIC BENEFITS

Subrecipient shall comply with State and other laws regarding eligibility for public benefits including 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:

1. All applicants authorized to receive public benefits must provide documentation of their lawful presence in the United States through a verification process.
2. 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.
3. The Affidavit Demonstrating Lawful Presence in the United States or similar form shall be used to document compliance with requirements 1 and 2, above.
4. Employees of Maricopa County and its subcontracted entities are required to report "discovered violations" of federal immigration law
5. Public benefits are defined in ARS 1-501 as any grant, contract, loan, professional license, or commercial license provided by an agency of the United States or by appropriated funds of the United States; and any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment benefit, or any other similar benefit for which payments or assistance are provided to an individual, household, or family eligibility unit by an agency of the United States or by appropriated funds of the United States.
6. Programs, services, or assistance such as soup kitchens, crisis counseling and intervention, and short-term shelter which meet the following conditions are exempt from ARS 1-501 and 1-502.
 - (i) deliver in-kind services at the community level, including through public or private nonprofit agencies;
 - (ii) do not condition the provision of assistance, the amount of assistance provided, or the cost of assistance provided on the individual recipient's income or resources; and
 - (iii) are necessary for the protection of life or safety.

SECTION II
SPECIAL PROVISIONS



MARICOPA COUNTY
HUMAN SERVICES DEPARTMENT

Section II Special Provisions

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
5. **CD** means Community Development Division
6. **Admin Standard Operating Procedures Manual** means Administrative Manual on Compact Disk produced by the Human Services Department/Community Development Division
7. **Maricopa HOME Consortium** means jurisdictions that participate in the Three-Year Cooperative Agreement
8. **Five Year Consolidated Plan** means HUD required Consolidated Plan submitted by the COUNTY as the lead agency
9. **Annual Action Plan** means the annual plan submitted by the COUNTY as the lead agency to HUD that describes jurisdiction's program goals
10. **BOS** means Maricopa County Board of Supervisors
11. **Beneficiary** means a person or household who meets the income requirements of 24 CFR 92.203 subject to the restriction on assistance to students enrolled in and institution of higher education as described in 24 CFR 5.612

C. STANDARDS

The SUBRECIPIENT shall perform the work and provide the services as identified in the Work Statement and shall immediately notify the Project Coordinator 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 Reports:
 - a. Quarterly Program Income Report and supporting documentation due on the 15th of July, October, January and April.
 - b. Quarterly Progress Reports due on the 15th 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 will result in suspension of payment reimbursement requests until all reports are brought current. 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. Monthly 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 within fifteen (15) days of a fully executed written agreement and HOME Completion Report Within sixty (60) days of final payment request submit HOME Completion Report all of required documents as described in section 15 of this Agreement to Project Coordinator.
 - e. MBE/WBE information; and
 - f. Other HUD-required reporting data as applicable shall be submitted.
2. **PROGRAM INCOME:** Means all gross income received by the HOME SUBRECIPIENT directly generated from the use of funds provided by this Agreement or matching contributions. When program income is generated by housing that is only partially assisted with HOME funds or matching funds, the income shall be prorated to reflect the percentage of HOME fund used. Program income may be retained and used by the SUBRECIPIENT under the following conditions: submit to the COUNTY documentation supporting the amount of program income received and expended. Quarterly program income reports are due to the COUNTY by the 15th day following the end of the quarter. At the end of each fiscal year, June 30th a yearly program income log must be submitted to the COUNTY that states program income received and expended. 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.

Program Income includes, but is not limited to: [1] proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated or constructed with HOME funds or matching contributions, [2] gross income from the use or rental of real property, owned by the Subrecipient that was acquired, rehabilitated, or constructed, with HOME funds or match contributions, less cost incidental to generation of the income; [3] payments of principal and interest on loans made using HOME funds or match contributions; [4] Proceeds from the sale of loans made with HOME funds or matching contributions; [5] Proceeds from the sale of obligations secured by loans made with HOME funds or matching contributions; [6] Interest earned on program income pending its disposition; and [7] Any other interest or return on the investment permitted under 24 CFR 92.205(b) of HOME funds or matching contributions.

3. REAL PROPERTY ACQUIRED or IMPROVED WITH HOME FUNDS: 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 and §92.254.
4. DEOBLIGATION: The COUNTY may reduce funds from the funding award evidenced by this Agreement, 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;
 - 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. This repayment obligation extends to but is not limited to questioned costs identified in HUD monitoring or Single Audit and repayments required by HUD for failed projects during the period of affordability for projects financed under this agreement. 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 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. Outcome Measures – The SUBRECIPIENT shall maintain data that supports the accomplishment of the desired outcomes as indicated in the Work Statement.
 - iii. Disclosure – 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. Activity Reports – 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. Audits and Inspections – 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 choice limiting 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 Comp., p. 652 and 3 CFR 1980 Comp. p. 307) and implementing regulations at 24 CFR §107; and Title VI of the Civil Rights Act of 1964, 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, Comp., 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 contract;
 - 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 – Unless expressly authorized in the written Agreement by the SUBRECIPIENT exempt activities such as architectural, engineering and administration may be undertaken and reimbursed by the COUNTY prior to receipt of HUD Request Release of Funds RROF. Exempt activities described in 24 CFR

58.34(1)(1)-(11) are activities that generally have no physical impact on the environment. Otherwise the SUBRECIPIENT shall not expend or commit federal or non-federal funds by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD has provided written authorization based on approved ERR. Any pre-Agreement costs enter into by a subcontract(s) with any agency or individual in the performance of this Program that are not exempt activities 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.
14. PROGRAM 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. In compliance with 24 CFR 92.502(d) all project completion data shall be entered in IDIS within 120 days of the final drawdown for all activity types. Project completion means projects have all necessary title transfer and construction work completed, projects comply with HOME requirements including property standards set forth at 24 CFR 92.251, the final draw has been disbursed; and the projection completion data entered into IDIS.

For the purposes of rental project, the project is complete when construction is complete and the units are ready for occupancy. The identification of a beneficiary is not required for project completion. Vacant rental units may be marked as vacant when completion data is entered.

15. 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 complete its Environmental Review pursuant to section 5 within one hundred and eighty(180) calendar days from the date the COUNTY executes this Agreement;
 - b. The SUBRECIPIENT fails to commit funds to a specific local project in performance of and in accordance with the terms of this Agreement within eighteen (18) months from the execution date the COUNTY executes this Agreement.
 - i. Commit for the purposes of this paragraph shall have the same meaning as 24 CFR 92.2(2)(i)-(iii).
 - c. The SUBRECIPIENT fails to expend HOME funds in performance of and in accordance with the terms of this Agreement within twenty-four (24) months from the date the COUNTY executes this Agreement.
16. The COUNTY will terminate any Agreement and recapture funds from the same Agreement in which the SUBRECIPIENT does not timely perform the activities described in paragraph 16 above or in the milestones in the Statement of Work 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 the Agreement for cause pursuant to Section I of this Agreement.
17. In the event that a project is not completed within four years from the date that the COUNTY executes this agreement, the SUBRICIPIENT must repay the HOME funds. The COUNTY may at its option ask HUD for a 12-month extension provided that the SUBRECIPIENT provides the status of the project, identifies the steps taken to overcome any obstacles to completion provide proof of adequate funding to complete the project and provides a schedule with milestone for completion of the project. If HUD does not provide an extension or the COUNTY determines that the SUBRICIPIENT has not provided an adequate basis for a continuance, the SUBRECIPIENT must return funds to the COUNTY.
18. 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 Standard Operating Procedures Administrative Manual. 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;

Section II Special Provisions

- 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/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 HOME Consortium Standard Operating Procedures Administrative Manual and all provisions in the most recent Administrative Manual. Non-compliance with the HOME Consortium Standard Operating Procedures Administrative Manual 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 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.
19. REVERSION OF ASSETS: 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 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 24 CFR 92.504 and the guidelines that it adopts for this purpose and complete all assessments required by the rules, including, but not limited to:
 - 1. Complete all income determinations, underwriting and subsidy layering guidelines, rehabilitation standards, refinancing guideline, homebuyer program policies and affordability requires;
 - 2. Complete a timely environmental review;
 - 3. Complete an underwriting review; assess developer capacity, fiscal soundness and neighborhood market conditions; and
 - 4. The SUBRECIPIENT 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:
 - i. The dangers of drug abuse in the workplace;
 - ii. The participating jurisdiction's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. 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:
 - i. Abide by the terms of the statement; and
 - ii. 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 ii. from an employee or otherwise receiving actual notice of such conviction.

Section II Special Provisions

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 4ii., with respect to any employee who is so convicted
 - i. 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
 - ii. 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)

Printed/Typed Name

Date

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;

Section II Special Provisions

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.

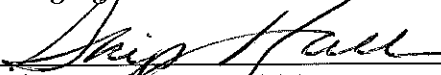
Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

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

12/23/18
Date

Skip Hall
Printed/Typed Name

Vice-Mayor
Title

City of Surprise
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: City of Surprise

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.

Section II Special Provisions

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:
- i. "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);
 - ii. "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;
 - iii. "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;
 - iv. "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).

SECTION III
WORK STATEMENT



MARICOPA COUNTY
HUMAN SERVICES DEPARTMENT

SECTION IV COMPENSATION

**MARICOPA COUNTY
HOME Investment Partnership Program
FY 2014-2015**

Date: 7/1/2014

DUNS # 021648936

Agency: City of Surprise

Program Year: FY 2014-2015

Project: Single-Family Housing Rehab

Type of Property: Single-Family

Describe the Scope of Work:

Owner-occupied single family housing rehabilitation of clients at or below 80% median income. Rehabilitation will include replacement of mechanical, electrical and plumbing systems in order to bring home up to current building codes.

Consolidated Plan – Describe goals to be addressed:

Improvement and reinvestment in current housing stock within the city of Surprise.

Describe special program or development requirements, environmental, technical or legal obstacles that must be resolved to implement this activity?

Increase collaboration between lead agency and grantor in order to assure timely project implementation.

Priority rated in the Consolidated Plan:

☒ High ☐ Medium ☐ Low

SECTION IV COMPENSATION

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		
HOME grant funding	1-2 rehabilitations / replacements	Income qualified, owner-occupied homeowners	1-2 completed rehabilitation / replacement projects that bring homes up to city code	Reinvest in aging housing stock / replacement of substandard housing

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):

☒ Purchase Option ☐ Lease ☐ Purchase Contract

☐ Agreement to Lease/Lease Option

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: If house built prior to 1978 testing will occur.

SECTION IV COMPENSATION

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%	1	1	
Households at or below 60%			
Households at or below 80%	1	1	
TOTAL	2	2	

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:	

E. PERFORMANCE REPORTING - GOALS:

Completion date: Must be completed within 24 months of contract execution

TIMELINE OF ACTIVITIES

<u>MILESTONES</u>	<u>START DATE</u>	<u>COMPLETION DATE</u>
Client prequalification	6/30/14	3/31/15
Environmental Clearance	4/1/15	5/15/15
Preconstruction	6/15/14	7/15/15
Construction	7/16/15	6/30/16

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:

Provide method for assuring activity will be used for the original purpose for the required time period (inspections, maintenance, liens, years of affordability per HUD regulations etc.)

City will file a lien instrument outlining period of affordability in the forgivable loan agreement, promissory note and deed of trust documents.

SECTION IV COMPENSATION

G. ACTIVITY BUDGET SUMMARY:

ACQUISITION	TOTAL COST	HOME FUNDS	Source #1	Source #2	MATCH
Land					
Buildings					
Closing Costs					
Legal Fees					
TOTAL					
SITE & DEMOLITION					
Site Work					
Demolition					
TOTAL					
NEW CONSTRUCTION or REHAB					
Construction Costs		\$125,110			31277
Builder Overhead					
Builder Profit					
General Requirements					
Consultant/Specialist					
Permits & Fees					
Construction Contingency					
Sales Tax					
Other					
TOTAL		\$125,110			31277
ARCHITECTURAL FEES					
Design					
Supervision					
Other					
TOTAL					
CONSTRUCTION INTEREST & FEES & LEGAL FEES					
Construction Interest					
Bond Premium					
Title & recording					
Insurance					
Legal Fees					
Other					
TOTAL					
ADMINISTRATION COSTS					
Program Delivery		\$8,341			
TOTAL		\$8,341			

SECTION IV COMPENSATION

OTHER				
Other-Itemize				

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
City of Surprise	Cash	\$31,277		\$31,277
TOTALS		\$31,277		\$31,277

* 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

Program Income will be used for: Program Income is not expected, but if received will reinves

K. COST OVERRUNS

SECTION IV COMPENSATION

Cost overruns will be handled by: Scaling back on project if still viable or utilize CDBG funds.

SECTION IV
COMPENSATION



MARICOPA COUNTY
HUMAN SERVICES DEPARTMENT

SECTION IV COMPENSATION

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 A) to COUNTY. SUBRECIPIENT may request funds only after the SUBRECIPIENT has satisfied the funding contingencies and federal Environmental Review conditions and has a written agreement in place for project activities. Request for reimbursement must be made using the request for payment incorporated in this Agreement.

COUNTY agrees to reimburse SUBRECIPIENT for actual allowable costs incurred, upon certification of HUD Environmental 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.

SUBRECIPIENT must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may otherwise reasonably required to per the COUNTY to determine or confirm that any such expenditures are pursuant and within the scope of work.

C. **REIMBURSEMENT**

The COUNTY shall provide financial assistance in an amount up to One Hundred Thirty-Three Thousand Four Hundred Fifty-One dollars (\$133,451) is 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 except for exempt activities as described in 24 CFR 58.34(a)(1)-(11) that generally have no physical impact on the environment. 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.

SECTION IV COMPENSATION

Attachment A

REIMBURSEMENT REQUEST FORM-SAMPLE

MARICOPA COUNTY HUMAN SERVICES DEPARTMENT
HOME INVESTMENT PARTNERSHIPS PROGRAM

Invoice Date:
CONSORTIUM MEMBER:
CM Address:
City/Zip:

FOR MCHSD USE ONLY

ALLOCATION 13/14			
PRIOR YEAR FUNDS			
ENCUMBRANCE \$	-	EXPENDED	0
BALANCE \$	-	BALANCE \$	-

FISCAL YEAR GOAL:

ACCOMPLISHMENTS:

FY

ENCUMBRANCE DEADLINE EXPENDITURE DEADLINE

PROJECT		PROJECT BUDGET				MATCH APPLIED	OTHER HOME FY FUNDING	PROGRAM INCOME	OTHER FUNDING
IDIS #	ACTIVITY	ACTIVITY BUDGET	SUM OF PRIOR INVOICES	THIS INVOICE TO MCHSD	BALANCE				
Acq/Rehab of single family homes									
					\$ -	\$ -			
					\$ -				
	SUB TOTAL	\$ -	\$ -	\$ -	\$ -				
Admin									
					\$ -				
	SUB TOTAL	\$ -	\$ -	\$ -	\$ -				
	TOTALS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -



CITY OF SURPRISE
Regular City Council Meeting

June 2, 2015 @ 6:00:00 PM

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

Council Meeting Date: June 2, 2015

Contact Person: Sherry Ann Aguilar, City Clerk

Submitting Department:

District: Internal

Staff Recommendations: None

Consent

Regular

Public Hearing

Report/Discussion

Agenda Wording:

Consideration and action on canceling or rescheduling the August 18, 2015 Regular City Council Work Session and Regular City Council Meeting, due to the 2015 League of Cities and Towns Annual Conference, (Aug. 18-21).

Motion:

I move to approve canceling the August 18, 2015 Council Meetings.

or

I move to approve rescheduling for August 17, 2015.

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

June 2, 2015 @ 6:00:00 PM

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

Council Meeting Date:	June 2, 2015	Contact Person:	Jared Askelson, Budget and Research Manager
Submitting Department:	Finance	District:	Citywide
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	x	Report/Discussion
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Agenda Wording:

Consideration and action setting for the intention to levy primary property taxes in the amount of \$0.7591 per \$100 of assessed valuation and set the property tax levy adoption for June 16, 2015; Resolution 2015-16.

Motion:

I move to approve Resolution 2015-56. (In accordance with state statute, a roll call vote on this motion is required.)

Background:

Per Arizona Revised Statute 42-17104, the city is required to hold a public hearing on expenditures and tax levy in which any taxpayer may appear and be heard in favor of or against any proposed expenditure or tax levy. The resolution adopting the FY2016 final budget is scheduled for adoption in a special meeting later this evening.

Per Arizona Revised Statute 42-17107, any increase in the primary property tax levy, exclusive of new growth, must go through a Truth in Taxation hearing. This public hearing serves that purpose. The resolution to set all FY2016 property tax levy is scheduled for adoption at the June 16, 2015 City Council meeting.

After the public hearing, a roll call vote to direct staff to prepare the enacting resolution is requested.

Financial Impact Statement:

Adoption of primary property tax levies will allow for the collection of these revenues, which are an integral part of the adopted fiscal year 2016 budget. The proposed property tax rate is \$0.7591 per \$100 of assessed value and will generate approximately \$6.8M.

ATTACHMENTS:

[Click to download](#)

☐ [Resolution 2015-56](#)

☐ [Presentation](#)

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

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

Jared Askelson, Budget and Research Manager

RESOLUTION 2015-56

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, BY ROLL CALL VOTE SETTING FORTH THE INTENTION TO LEVY PRIMARY PROPERTY TAX IN THE AMOUNT OF \$0.7591 PER EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION AND \$0.0000 FOR SECONDARY TAXES; AND SETTING THE PROPERTY TAX LEVY ADOPTION FOR JUNE 16, 2015.

WHEREAS, the City Council is required by Arizona Revised Statutes §42-17253 to adopt an annual tax levy based upon the rate to be assessed per each One Hundred Dollars (\$100.00) of assessed valuation of property within the City;

WHEREAS, the primary and secondary tax levy for Fiscal Year 2016 beginning July 1, 2015 must be adopted prior to the third Monday in August, and not less than fourteen days after adoption of the municipal budget; and

WHEREAS, the municipal budget of the City of Surprise will be adopted at a meeting of the City Council held on June 2, 2015, at least fourteen days prior to the date of the adoption of the property tax levy.

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

Section 1. By roll call vote set forth the intention to levy primary property tax in the amount of \$0.7591 per each One Hundred Dollars (\$100.00) of assessed valuation and \$0.0000 for secondary taxes; setting the property tax levy adoption for June 16, 2015.

APPROVED AND ADOPTED this ____ day of _____, 2015.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney

FY2016 Final Budget Truth in Taxation Hearing

**City Council Meeting
June 2, 2015**



- Conduct public hearing
 - Final Budget
 - Truth in Taxation
- Adopt property tax intent
 - Primary Property
 - Street Light Improvement Districts
- Adopt final budget

FY2016 Final Budget



	Amount
Expenses	\$281,421,400
Transfers Out	23,250,400
Total Uses	\$304,671,800

FY2016 Final Budget Changes

Category	2016 Tentative	2016 Final	\$ Variance	% Variance
Operating Expenses	\$ 156.7	\$ 157.9	\$ 1.2	0.8%
Capital Improvement	59.9	64.6	4.7	7.8%
Debt Service	7.6	7.6	-	- %
Contingency	57.2	51.3	(5.9)	(10.3)%
Transfers Out	22.6	23.3	0.7	3.1%
Total	\$ 304.0	\$ 304.7	\$ 0.7	0.2%

Amounts in millions

FY2016 Final Budget Changes



■ Operating Expenses	\$1,228,800
■ Pavement Preservation	671,600
■ HOME Grant	130,000
■ Grant Carryover	427,200

FY2016 Final Budget Changes



■ Capital Improvement	\$4,740,000
■ Clubhouse Improvements	3,900,000
■ Census Carryover	840,000

FY2016 Final Budget Changes



■	Transfers	\$671,600
■	General Fund to General Capital	671,600
■	Pavement Preservation	

FY2016 Final Budget



- Pavement Preservation
 - \$3,671,600

- Transit
 - Grant funding already budgeted lower
 - No reduction in service from mid-year FY2015

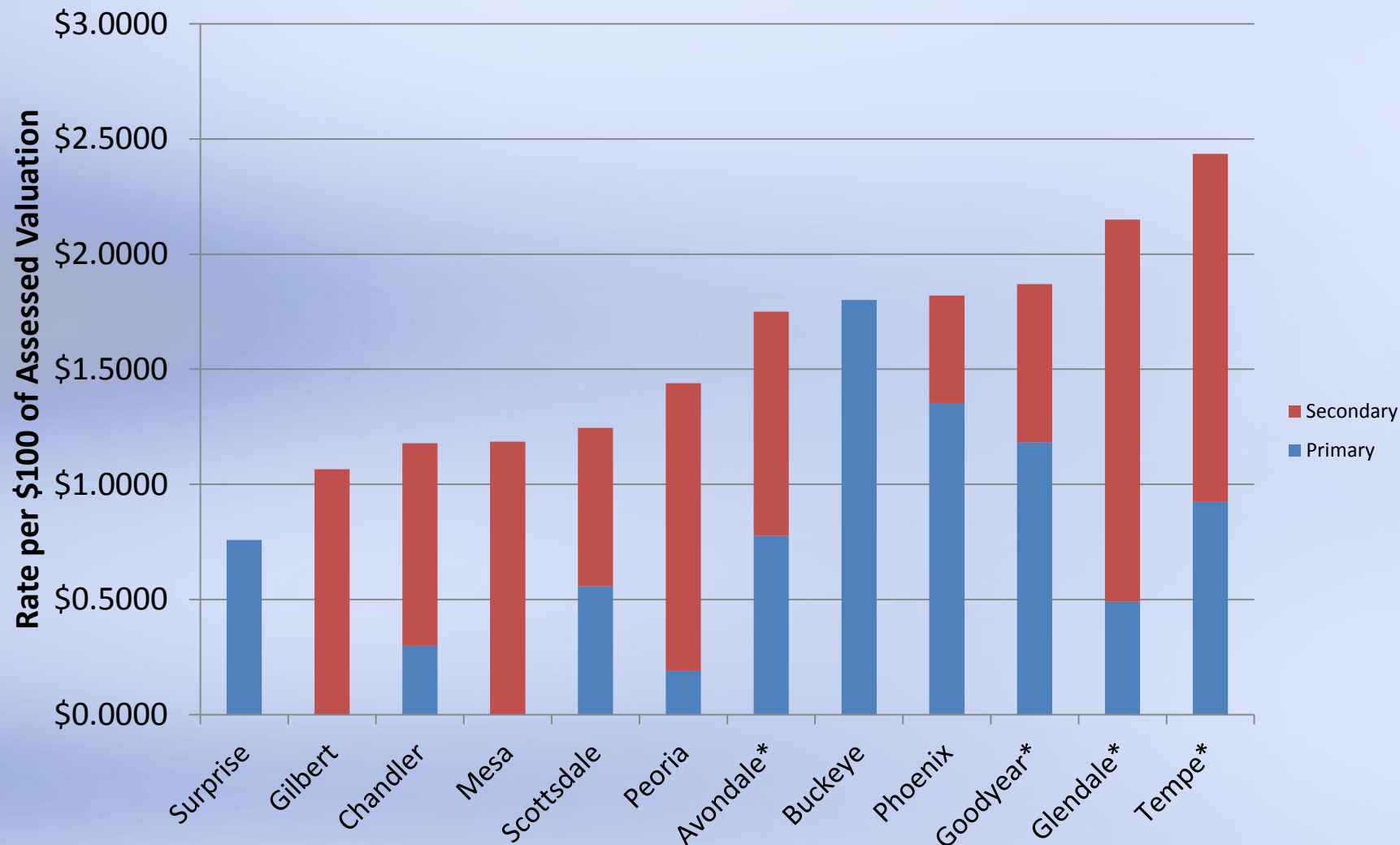
- General Fund unreserved fund balance
 - \$825,500

FY2016 Property Tax



				Annual Impact to \$100K Residence
Levy Rate	Levy Amount	\$ Increase	% Increase	
\$0.7398	\$6,578,600	-	-	-
\$0.7591	\$6,750,200	\$171,600	2.6%	\$1.93
\$0.9955	\$8,852,400	\$2,273,800	34.5%	\$25.57

Property Tax Rate Comparison



*City is at the maximum primary rate

- Property Tax Levy Adoption June 16

Questions or Comments?





CITY OF SURPRISE
Regular City Council Meeting

June 2, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date:	June 2, 2015	Contact Person:	Jared Askelson, Budget and Research Manager
Submitting Department:	Finance	District:	Citywide
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	x	Report/Discussion
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Agenda Wording:

Consideration and action declaring the City's intention to adopt Street Light Improvement District (SLID) property tax levies up to the maximum rate of \$1.20 for each One Hundred Dollars (\$100) of assessed valuation, pursuant to A.R.S. 48-616; Resolution 2015-57.

Motion:

I move to approve Resolution 2015-57. (In accordance with state statute, a roll call vote on this motion is required.)

Background:

Per Arizona Revised Statute 42-17103, this public hearing is being held to receive public comment on the proposed SLID tax levies for fiscal year 2016. After the public hearing, a roll call vote to direct staff to prepare the enacting resolution is requested. The resolution to set all FY2016 SLID tax levies is scheduled for adoption at the June 16, 2015 City Council meeting.

Financial Impact Statement:

The proposed SLID tax levies are included as a part of the FY2016 Final Budget that is set for consideration at the June 2, 2015 City Council meeting

ATTACHMENTS:

Click to download

☐ [Resolution 2015-57](#)

External Attachment Links:

Meeting Requirements:

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

Jared Askelson, Budget and Research Manager

RESOLUTION 2015-57

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF
SURPRISE, ARIZONA, BY ROLL CALL VOTE SETTING FORTH
THE INTENTION TO LEVY PROPERTY TAXES FOR STREET
LIGHTING IMPROVEMENT DISTRICTS.**

WHEREAS, the provisions of Arizona Revised Statute Section 48-616 require the governing body to levy taxes upon all property in municipal street lighting improvement districts necessary to pay the annual expenses of said districts on or before the third Monday in August of each year;

WHEREAS, the City Council is, in accordance with Arizona Revised Statutes Section 42-17103 et seq., required to hold a public hearing on or before the fourteenth day before the day on which it levies taxes; and

WHEREAS, the City has computed tax rates for Street Lighting Improvement Districts up to the maximum rate of \$1.20 for each One Hundred Dollars (\$100) of assessed valuation, as set forth on *Exhibit A* attached hereto.

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

Section 1. By roll call vote set forth the intention to levy property taxes for Street Lighting Improvement Districts as set forth on Exhibit A attached hereto, to be collected as provided by law and for the purpose provided by law.

APPROVED AND ADOPTED this ____ day of _____, 2015.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney

EXHIBIT "A"

Street Light Improvement Districts

Expense Estimates and Levy Rates

Fiscal Year 2016



Street Light Improvement Districts Expense Estimates and Levy Rates Fiscal Year 2016

County Number / City District Name by Assessment Type		Net Assessed Value ¹	Estimated Expenses	Levy Amount	Levy Rate ²
Ad Valorem					
23667	Asante Parcel 1.16	37,531	1,100	400	1.0658
23641	Asante Phase 1	2,515,539	46,200	30,100	1.1966
23183	Ashton Ranch I	2,325,483	12,500	12,000	0.5160
23238	Ashton Ranch II	2,692,024	13,900	13,300	0.4941
23355	Ashton Ranch III	2,451,068	15,600	15,200	0.6201
23358	Ashton Ranch IV	2,445,550	11,400	11,100	0.4539
23698	Autoshow East 1 #126 (Coulter Nissan)	749,693	1,300	1,400	0.1867
23682	Autoshow NW #114 SLID	2,690,822	500	0	0.0000
23468	Bell Pointe I	4,036,431	21,500	21,000	0.5203
23193	Bell West Ranch	1,654,721	7,400	7,100	0.4291
23323	Bell West Ranch 1A	2,233,712	10,300	9,800	0.4387
23351	Bell West Ranch 1B	1,375,973	7,000	6,600	0.4797
23424	Bell West Ranch II	2,425,862	9,600	9,200	0.3792
23461	Bell West Ranch III	2,243,956	9,700	9,300	0.4144
23660	Cactus Ward LDS NONTAX	0	0	0	0.0000
23194	Canyon Ridge West	8,269,952	12,100	11,900	0.1439
23537	City @ Surprise Ph 1	2,402,573	7,600	7,300	0.3038
23125	Continental at Kingswood Parke	3,715,081	11,600	11,100	0.2988
23456	Cotton Gin	2,702,927	14,500	14,000	0.5180
23330	Countryside	7,103,400	30,700	31,900	0.4491
23590	Desert Oasis Lancer 5 A5B14A	2,618,842	27,800	26,600	1.0157
23450	Desert Oasis No. 1	4,777,338	19,000	18,300	0.3831
23700	Desert Oasis Pcl 13A	330,040	6,900	3,900	1.1817
23706	Desert Oasis Pcl 14C	155,280	7,000	1,800	1.1592
23258	Greenway Parc #1	2,882,432	18,000	17,200	0.5967
23329	Greenway Parc #2	2,507,303	15,200	14,700	0.5863
23268	Greenway Parc #3	665,037	5,700	5,500	0.8270
23525	Greer Ranch North Ph1	4,662,430	24,400	23,600	0.5062
23555	Greer Ranch North PH2	1,967,522	6,600	6,400	0.3253
23460	Greer Ranch South	9,941,435	41,300	40,000	0.4024
23644	Johnson Townhomes	412,924	1,100	1,100	0.2664
23469	Kenly Farms	2,942,022	11,200	10,900	0.3705
13980	Kingswood Parke	8,833,872	34,500	33,200	0.3758
23319	Legacy Parc	5,329,461	23,600	22,800	0.4278
23356	Legacy Parc G,H,I	2,274,099	14,100	13,600	0.5980
23419	Legacy Parc Parcels e, f, & j	2,687,485	9,900	9,500	0.3535
23449	Litchfield Manor	12,166,561	50,200	48,200	0.3962
23457	Marley Park I, p 1-4	5,561,652	26,700	25,600	0.4603
23521	Marley Park Ph 1, P 5, 6	3,276,885	16,400	15,900	0.4852
23512	Marley Park Ph 1, P 7, 8	2,617,097	10,400	10,100	0.3859
23566	Marley Park Ph 2, 9,11,12	2,521,564	13,700	13,000	0.5156
23135	Mountain Vista	6,510,456	18,300	17,600	0.2703
23191	Mountain Vista II	6,181,753	11,300	10,900	0.1763
23239	Mountain Vista III	4,512,594	17,000	16,500	0.3656
23267	Northwest Ranch #1	3,550,260	8,200	8,000	0.2253



Street Light Improvement Districts Expense Estimates and Levy Rates Fiscal Year 2016

County Number / City District Name by Assessment Type		Net Assessed Value ¹	Estimated Expenses	Levy Amount	Levy Rate ²
Ad Valorem					
23335	Northwest Ranch II	4,577,081	22,500	20,300	0.4435
23409	Orchards 1,2,3,4,5	6,735,225	27,900	27,000	0.4009
23686	Paradise #117 NONTAX	0	0	0	0.0000
23417	Parke Row	677,764	2,900	2,800	0.4131
23661	Quick Trip # 410	285,184	800	0	0.0000
23390	Rancho Gabriella - Phase I	7,737,728	27,100	26,000	0.3360
23401	Rancho Gabriella 2,3,4A-B	16,797,741	56,400	54,400	0.3239
23487	Rancho Gabriella Ph 2 pcl 11	968,130	3,500	3,500	0.3615
23536	Rancho Gabriella PH 3 pcl 17	1,078,013	3,500	3,500	0.3247
23336	Roseview Units 1-6	7,316,342	34,900	33,500	0.4579
23333	Roseview Units 5, 5a, 7, 8	4,520,083	18,600	18,000	0.3982
23542	Royal Ranch Unit 2, P7	1,721,044	6,400	20,600	1.1969
23524	Royal Ranch Unit 2, pcl 8	1,126,872	5,400	0	0.0000
23506	Royal Ranch Unit II, pcl 5,6,9	5,592,497	19,000	0	0.0000
23673	Santa Fe Ave #111	658,095	1,300	1,300	0.1975
23591	Sarah Ann Ranch	12,960,654	56,900	55,000	0.4244
23455	Sierra Montana Parcel 12	1,179,903	8,000	7,800	0.6611
23668	Sierra Montana Parcel 14	1,929,187	9,900	9,500	0.4924
23581	Sierra Montana Parcel 7	648,760	3,500	3,400	0.5241
23448	Sierra Montana Phase II	11,020,353	37,100	35,700	0.3239
23510	Sierra Verde Parcel 4	1,213,706	3,300	3,200	0.2637
23467	Sierra Verde Ph I	7,253,706	35,800	34,500	0.4756
23458	Summerfield @ Litchfields	1,106,488	4,900	4,600	0.4157
23110	Sun City Grand (DW)	37,464,164	266,100	257,200	0.6865
23174	Sun City Grand II	105,198,575	459,900	443,300	0.4214
23184	Sun City Grand III	5,114,968	30,600	29,700	0.5806
23338	Sun City Grand IV	72,963,404	152,400	148,900	0.2041
23414	Surprise Farms 1A	10,711,349	39,100	37,800	0.3529
23444	Surprise Farms 1B	12,004,595	57,600	55,600	0.4632
23498	Surprise Farms Ph 2	9,525,491	42,400	41,200	0.4325
23517	Surprise Farms Ph 3	6,568,728	35,500	35,200	0.5359
23582	Surprise Farms PH 4, Par 1-6	8,645,596	30,300	29,400	0.3401
23654	Surprise Farms Phase 5	4,684,291	13,800	13,300	0.2839
23683	Surprise Medical Plaza SLID	627,245	3,200	6,300	1.0044
23645	Surprise Pointe Comm'l Subdivision	9,602,097	12,200	12,100	0.1260
23653	Surprise Valley Station (Trader Joe's)	481,578	1,100	1,100	0.2284
23563	Sycamore Estates Par 13	3,476,632	23,900	22,900	0.6587
23405	Tash/Western Meadows	2,831,779	13,500	13,100	0.4626
23470	Veramonte	4,287,199	24,200	23,400	0.5458
23663	Westfield Commons	1,682,227	500	0	0.0000
23124	WestPoint Towne Center	14,527,334	67,000	68,700	0.4729
Total Ad Valorem			2,345,900	2,241,400	



Street Light Improvement Districts Expense Estimates and Levy Rates Fiscal Year 2016

County Number / City District Name by Assessment Type		# of Taxable Parcels ¹	Estimated Expenses	Levy Amount	Levy Rate ²
Equal Apportionment					
23708	Autoshow East 2 #127 (L Miller Dodge)	1	1,300	500	500.00
23670	Commerce Park East #109 SLID	59	3,800	0	0.00
23671	Coyote Lakes #95 SLID	762	33,800	33,100	43.43
23662	Crescent Crown #82	2	2,100	2,000	1,000.00
23676	Kingswood Parke #105 SLID	47	1,700	1,700	36.17
23666	Marley Park Parcel 12	156	12,300	16,000	102.56
23790	Marley Park Phase 3	552	0	0	0.00
23665	Marley Park Plaza #91	7	1,300	0	0.00
23702	OTS Commercial B #123	4	2,100	2,000	500.00
23693	OTS Market Street #121	0	0	0	0.00
23674	Parkview Place #112	8	2,200	2,100	262.50
23434	Royal Ranch Unit I	545	19,800	19,000	34.86
23418	Sierra Montana Phase 1a	1,454	62,300	65,000	44.70
23692	Skyway Business Park #92	68	15,800	17,700	260.29
23669	Stadium Village Small A #107	8	7,000	5,300	662.50
23672	Stonebrook #103	164	4,600	4,200	25.60
23659	Surprse Farm Chrch 84 NONTAX	0	0	0	0.00
23694	Westgate #122	1	700	700	700.00
Total Equal Apportionment			170,800	169,300	
Grand Total			2,516,700	2,410,700	

¹ Net Assessed Value based on Maricopa County Assessor's Office 2015 February State Abstract report.

² Levy rate per \$100 of assessed value for Ad Valorem assessments. Dollar levy per parcel for Equal Apportionment assessments.



CITY OF SURPRISE
Regular City Council Meeting

June 2, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date:	June 2, 2015	Contact Person:	Jared Askelson, Budget and Research Manager
Submitting Department:	Finance Dept	District:	Citywide
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	x	Report/Discussion
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Agenda Wording:

Discussion and action adopting the final expenditure limitation budget for FY2016 in the amount of \$281,421,400; Resolution 2015-53.

Motion:

I move to approve Resolution 2015-53.

Background:

On May 5, 2015, the Mayor and Council discussed and adopted the FY2016 tentative budget. Following the May 5th meeting, the approved tentative budget was published for two consecutive weeks after adoption in a local paper. The final budget expenditure amount of \$281,421,400 equals the tentative budget.

Financial Impact Statement:

This action sets the FY2016 budget in the amounts outlined in the attached state forms. Any revisions to the budget will be made in accordance with budget amendment policies and procedures. Revisions cannot increase the overall expenditure limit of \$281,421,400. As presented, this budget is balanced.

ATTACHMENTS:

Click to download

☐ [Resolution 2015-53](#)

External Attachment Links:

Meeting Requirements:

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

Jared Askelson, Budget and Research Manager

RESOLUTION 2015-53

**A RESOLUTION OF THE MAYOR AND CITY
COUNCIL OF THE CITY OF SURPRISE, ARIZONA
ADOPTING THE BUDGET FOR FISCAL YEAR 2016.**

WHEREAS, in accordance with the provisions of Arizona Revised Statute, Sections §42-17101 *et. seq.*, the Council of the City of Surprise (the "City Council") did, on May 5, 2015, make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of the City of Surprise, Arizona;

WHEREAS, publication has been duly made as required by law of said estimates together with a notice that the City Council would meet on June 2, 2015, at City Hall, City Council Chambers for the purpose of hearing taxpayers and making tax levies as set forth in said estimates;

WHEREAS, in accordance with state law and following due public notice, the City Council met on June 2, 2015, at which time taxpayers were privileged to appear and be heard in favor of or against any of the proposed expenditures and tax levies; and

WHEREAS, it appears that the sums to be raised by taxation do not in the aggregate amount exceed that amount as computed according to Arizona Revised Statute §42-17051(A).

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

Section 1. That the statements and schedules attached hereto as Exhibit A and incorporated herein by reference are hereby adopted as the budget of the City of Surprise, Arizona for the fiscal year July 1, 2015 through June 30, 2016.

APPROVED AND ADOPTED this ____ day of _____, 2015.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney

CITY OF SURPRISE
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2016

Fiscal Year	S c h	FUNDS							
		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds
2015 Adopted/Adjusted Budgeted Expenditures/Expenses*	E	101,435,800	26,464,000	20,493,700	61,267,100	0	85,789,800	15,404,800	310,855,200
2015 Actual Expenditures/Expenses**	E	87,786,900	16,215,400	34,893,800	7,555,000	0	26,510,500	11,547,000	184,508,600
2016 Fund Balance/Net Position at July 1***		28,932,200	2,553,000	5,450,500	55,485,000	0	44,047,100	4,280,400	140,748,200
2016 Primary Property Tax Levy	B	6,750,200	0						6,750,200
2016 Secondary Property Tax Levy	B	0	2,416,600						2,416,600
2016 Estimated Revenues Other than Property Taxes	C	84,044,600	21,691,900	0	7,600,000	0	37,732,100	11,756,900	162,825,500
2016 Other Financing Sources	D	0	0	0	0	0	0	0	0
2016 Other Financing (Uses)	D	0	0	0	0	0	0	0	0
2016 Interfund Transfers In	D	6,137,500	0	7,714,600	5,347,000	0	4,051,300	0	23,250,400
2016 Interfund Transfers (Out)	D	6,881,300	645,000	73,400	1,014,400	0	14,636,300	0	23,250,400
2016 Reduction for Amounts Not Available:									
LESS: Amounts for Future Debt Retirement:									0
									0
									0
									0
2016 Total Financial Resources Available		118,983,200	26,016,500	13,091,700	67,417,600	0	71,194,200	16,037,300	312,740,500
2016 Budgeted Expenditures/Expenses	E	101,350,400	27,062,600	13,091,700	65,917,600	0	59,046,900	14,952,200	281,421,400

EXPENDITURE LIMITATION COMPARISON

1. Budgeted expenditures/expenses
2. Add/subtract: estimated net reconciling items
3. Budgeted expenditures/expenses adjusted for reconciling items
4. Less: estimated exclusions
5. Amount subject to the expenditure limitation
6. EEC expenditure limitation

2015	2016
\$ 310,855,200	\$ 281,421,400
(10,494,700)	(10,494,700)
300,360,500	270,926,700
24,252,200	24,252,200
\$ 276,108,300	\$ 246,674,500
\$ 919,730,200	\$ 954,049,200

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

CITY OF SURPRISE
Tax Levy and Tax Rate Information
Fiscal Year 2016

	<u>2015</u>	<u>2016</u>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ <u>8,591,967</u>	\$ <u>8,852,420</u>
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ <u> </u>	
3. Property tax levy amounts		
A. Primary property taxes	\$ <u>6,513,600</u>	\$ <u>6,750,200</u>
B. Secondary property taxes	<u>2,384,700</u>	<u>2,416,600</u>
C. Total property tax levy amounts	\$ <u>8,898,300</u>	\$ <u>9,166,800</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ <u>6,471,000</u>	
(2) Prior years' levies	<u>42,600</u>	
(3) Total primary property taxes	\$ <u>6,513,600</u>	
B. Secondary property taxes		
(1) Current year's levy	\$ <u>2,384,700</u>	
(2) Prior years' levies		
(3) Total secondary property taxes	\$ <u>2,384,700</u>	
C. Total property taxes collected	\$ <u>8,898,300</u>	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	<u>0.7591</u>	<u>0.7591</u>
(2) Secondary property tax rate		
(3) Total city/town tax rate	<u>0.7591</u>	<u>0.7591</u>
B. Special assessment district tax rates		
Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating <u>108</u> special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

CITY OF SURPRISE
Revenues Other Than Property Taxes
Fiscal Year 2016

SOURCE OF REVENUES	ESTIMATED REVENUES 2015	ACTUAL REVENUES* 2015	ESTIMATED REVENUES 2016
GENERAL FUND			
Local taxes			
Local sales tax	\$ 34,422,000	\$ 35,774,200	\$ 37,620,900
Bed tax	120,200	130,500	141,600
Construction sales tax	1,250,000	1,250,000	1,250,000
Licenses and permits			
Electric Franchise Fee	2,660,900	2,246,900	2,325,900
Cable Franchise Fee	1,208,300	1,305,000	1,350,900
Business Licenses	759,600	460,300	467,100
Natural Gas Franchise Fee	330,200	345,000	357,100
Water Franchise Fee	524,100	524,800	543,300
Sanitation Hauler's License	39,700	38,900	39,700
Intergovernmental			
State Shared Income Tax	14,225,300	14,226,200	14,149,000
State Shared Sales Tax	10,718,600	10,682,100	11,178,700
Vehicle License Tax	4,155,300	4,225,600	4,535,200
Fines and foreits			
Court	1,214,800	1,117,400	1,184,100
Charges for services			
Parks & Recreation	3,987,300	3,989,500	3,962,800
Fire	704,800	715,100	790,600
Police	728,300	726,100	736,800
Community Development	2,289,700	1,946,300	2,057,400
Human Services			33,500
All other	436,600	1,384,200	228,100
Interest Income	16,500	116,100	117,300
Public Works Fees	547,100	526,700	579,100
Facilities	330,500	401,100	395,500
Total General Fund	\$ 80,669,800	\$ 82,132,000	\$ 84,044,600

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF SURPRISE
Revenues Other Than Property Taxes
Fiscal Year 2016

SOURCE OF REVENUES	ESTIMATED REVENUES 2015	ACTUAL REVENUES* 2015	ESTIMATED REVENUES 2016
SPECIAL REVENUE FUNDS			
Highway User Revenue Fund			
State Shared	\$ 7,008,400	\$ 7,066,900	\$ 7,377,200
Charges for Services/Other		54,700	13,000
	\$ 7,008,400	\$ 7,121,600	\$ 7,390,200
Employee Dep Scholarship			
Charges for Services/Other	\$ 1,200	\$ 900	\$ 1,100
	1,200	900	1,100
Donations Fund			
Charges for Services/Other	\$ 451,700	\$ 438,800	\$ 461,300
	451,700	438,800	461,300
Municipal Court Enhancement			
Charges for Services/Other	\$ 110,000	\$ 91,900	\$ 97,400
	110,000	91,900	97,400
Neighborhood Revitalization			
Charges for Services/Other	\$ 2,083,200	\$ 654,300	\$ 2,220,900
	2,083,200	654,300	2,220,900
Tourism			
Charges for Services/Other	\$ 2,700	\$	\$
Local Sales Tax	182,800	198,400	215,200
	185,500	198,400	215,200
Grants			
Charges for Services/Other	5,596,500	329,100	9,148,900
	5,596,500	329,100	9,148,900
SPD RICO Funds			
Charges for Services/Other	\$ 480,000	\$	\$ 245,000
	480,000		245,000
SPD DEA Fund			
Charges for Services/Other	\$	\$	\$
SPD Towing Fund			
Charges for Services/Other	\$ 117,000	\$ 106,600	\$ 105,000
	117,000	106,600	105,000
Municipal Court JCEF			
Charges for Services/Other	\$ 23,300	\$ 23,500	\$ 25,000
	23,300	23,500	25,000
Municipal Court MFTG			
Charges for Services/Other	\$ 8,600	\$ 12,700	\$ 13,500
	8,600	12,700	13,500
Municipal Court FARE			
Charges for Services/Other	\$ 4,400	\$ 4,300	\$ 4,600
	4,400	4,300	4,600
Net Premium Seating			
Charges for Services/Other	\$ 22,000	\$ 25,000	\$ 25,000
	22,000	25,000	25,000
Spring Training Ticket Surcharge			
Charges for Services/Other	\$ 635,000	\$ 600,000	\$ 635,000
	635,000	600,000	635,000
SB1398 Fines			
Charges for Services/Other	\$ 17,000	\$ 18,300	\$ 18,300
	17,000	18,300	18,300

CITY OF SURPRISE
Revenues Other Than Property Taxes
Fiscal Year 2016

SOURCE OF REVENUES	ESTIMATED REVENUES 2015	ACTUAL REVENUES* 2015	ESTIMATED REVENUES 2016
LTAF II			
State Shared	\$ 350,000	\$ 346,700	\$ 350,000
	\$ 350,000	\$ 346,700	\$ 350,000
Proposition 400			
Charges for Services/Other	\$ 19,300	\$ 54,700	\$
	\$ 19,300	\$ 54,700	\$
Wildland Fire			
Charges for Services/Other	\$ 140,000	\$ 62,300	\$ 143,700
	\$ 140,000	\$ 62,300	\$ 143,700
HALO			
Charges for Services/Other	\$ 158,000	\$ 133,700	\$ 156,000
	\$ 158,000	\$ 133,700	\$ 156,000
Ambulance Contract			
Charges for Services/Other	\$ 247,000	\$ 183,600	\$ 295,700
	\$ 247,000	\$ 183,600	\$ 295,700
Animal Seizure Bond Forfeiture			
Charges for Services/Other	\$ 5,000	\$	\$ 1,000
	\$ 5,000	\$	\$ 1,000
Unclaimed Property Disposal			
Charges for Services/Other	\$ 5,000	\$ 1,000	\$ 1,000
	\$ 5,000	\$ 1,000	\$ 1,000
Program 1033 Auction Proceeds			
Charges for Services/Other	\$ 5,000	\$ 1,000	\$ 1,000
	\$ 5,000	\$ 1,000	\$ 1,000
Stadium Improvement Fund			
Charges for Services/Other	\$ 136,400	\$ 137,100	\$ 137,100
	\$ 136,400	\$ 137,100	\$ 137,100
Total Special Revenue Funds	\$ 17,809,500	\$ 10,545,500	\$ 21,691,900

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was

CITY OF SURPRISE
Revenues Other Than Property Taxes
Fiscal Year 2016

SOURCE OF REVENUES	ESTIMATED REVENUES 2015	ACTUAL REVENUES* 2015	ESTIMATED REVENUES 2016
DEBT SERVICE FUNDS			
2000-03 Government Reserve Fund			
Charges for Services/Other		25,000	
	\$	\$ 25,000	\$
2000-03 Proprietary Reserve Fund			
Charges for Services/Other		10,000	
	\$	\$ 10,000	\$
Prop Reserve 2007			
Charges for Services/Other	73,400		
	\$ 73,400	\$	\$
Prop Debt Service 2000-2003			
Charges for Services/Other		6,582,200	
	\$	\$ 6,582,200	\$
Gov Debt Service 2000-2003			
Charges for Services/Other			
	\$	\$	\$
Gov Debt Service 2014			
Charges for Services/Other		34,279,700	
	\$	\$ 34,279,700	\$
Total Debt Service Funds	\$ 73,400	\$ 40,896,900	\$

CITY OF SURPRISE
Revenues Other Than Property Taxes
Fiscal Year 2016

SOURCE OF REVENUES	ESTIMATED REVENUES 2015	ACTUAL REVENUES* 2015	ESTIMATED REVENUES 2016
CAPITAL PROJECTS FUNDS			
General Capital Fund			
Charges for Services/Other	\$ 386,400	\$ 50,000	\$ 525,700
Local Sales Tax	3,210,200	1,487,000	1,567,500
	\$ 3,596,600	\$ 1,537,000	\$ 2,093,200
Transportation Improvement Fund			
Charges for Services/Other	\$ 46,500		\$ 360,000
Local Sales Tax	3,041,000	1,866,100	1,921,000
	\$ 3,087,500	\$ 1,866,100	\$ 2,281,000
Vehicle Replacement Fund			
Charges for Services/Other	\$ 465,800	\$ 391,500	\$ 893,300
	\$ 465,800	\$ 391,500	\$ 893,300
General Government Development Fund 2012			
Charges for Services/Other	\$ 804,300	\$ 50,200	
	\$ 804,300	\$ 50,200	
Roads of Regional Significance Development SPA 2, 4, 6 Fund			
Charges for Services/Other	\$ 27,100	\$ 57,200	
	\$ 27,100	\$ 57,200	
Roads of Regional Significance Development SPA 3,5 Fund			
Charges for Services/Other	\$ 300		
	\$ 300		
Police Development Fee Fund			
Charges for Services/Other	\$ 8,500		
	\$ 8,500		
Police Development Fee Fund 2012			
Charges for Services/Other	\$ 487,200	\$ 18,200	
	\$ 487,200	\$ 18,200	
Parks and Recreation Development Fee Fund			
Charges for Services/Other	\$		
	\$		
Parks and Recreation Development Fee Fund 2012			
Charges for Services/Other	\$ 841,800	\$ 26,500	
	\$ 841,800	\$ 26,500	
Fire and EMS Development Fee Fund 2012			
Charges for Services/Other	\$ 851,100	\$ 57,900	
	\$ 851,100	\$ 57,900	
Fire and EMS Development Fee Fund 2014			
Charges for Services/Other	\$ 891,800	\$ 502,100	\$ 662,400
	\$ 891,800	\$ 502,100	\$ 662,400
Library Development Fee Fund			
Charges for Services/Other	\$ 53,600		
	\$ 53,600		
Library Development Fee Fund 2012			
Charges for Services/Other	\$ 1,200	\$ 4,300	
	\$ 1,200	\$ 4,300	

CITY OF SURPRISE
Revenues Other Than Property Taxes
Fiscal Year 2016

SOURCE OF REVENUES	ESTIMATED REVENUES 2015	ACTUAL REVENUES* 2015	ESTIMATED REVENUES 2016
Public Works Development Fee Fund			
Charges for Services/Other	\$ 144,800	\$ 111,000	\$
	\$ 144,800	\$ 111,000	\$
Public Works Development Fee Fund 2012			
Charges for Services/Other	\$ 2,000	\$ 9,800	\$
	\$ 2,000	\$ 9,800	\$
163rd Ave Development Fee Fund			
Charges for Services/Other	\$ 19,800	\$ 11,100	\$ 17,800
	\$ 19,800	\$ 11,100	\$ 17,800
Police Dev Fees Grandfathered			
Charges for Services/Other	\$	\$ 207,400	\$ 217,600
	\$	\$ 207,400	\$ 217,600
Fire/Ems Dev Fee Grandfathered			
Charges for Services/Other	\$	\$ 510,900	\$ 589,800
	\$	\$ 510,900	\$ 589,800
Gen Govt Dev Fee Grandfathered			
Charges for Services/Other	\$	\$ 448,600	\$ 514,400
	\$	\$ 448,600	\$ 514,400
Park/Rec Dev Fee Grandfathered			
Charges for Services/Other	\$	\$ 304,900	\$ 330,500
	\$	\$ 304,900	\$ 330,500
Gov Construction 2014			
Charges for Services/Other	\$	\$	\$
	\$	\$	\$
Total Capital Projects Funds	\$ 11,283,400	\$ 6,114,700	\$ 7,600,000

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was

CITY OF SURPRISE
Revenues Other Than Property Taxes
Fiscal Year 2016

SOURCE OF REVENUES	ESTIMATED REVENUES 2015	ACTUAL REVENUES* 2015	ESTIMATED REVENUES 2016
ENTERPRISE FUNDS			
Water Fund			
Charges for Services/Other	\$ 10,860,500	\$ 10,869,900	\$ 12,061,300
	\$ 10,860,500	\$ 10,869,900	\$ 12,061,300
Water Development Fee Fund			
Charges for Services/Other	\$ 2,327,000	\$ 16,000	\$ 20,000
	\$ 2,327,000	\$ 16,000	\$ 20,000
Water Development Fee Fund SPA 2			
Charges for Services/Other	\$ 179,200	\$ 36,600	\$ 2,000
	\$ 179,200	\$ 36,600	\$ 2,000
Replenishment System Development Fee Fund SPA 1			
Charges for Services/Other	\$ 1,171,600	\$ 18,800	\$ 18,000
	\$ 1,171,600	\$ 18,800	\$ 18,000
Replenishment System Development Fee Fund SPA 2			
Charges for Services/Other	\$ 101,300	\$ 10,700	\$ 4,000
	\$ 101,300	\$ 10,700	\$ 4,000
Wtr Res Spa1 Dev Fee 2014 Law			
Charges for Services/Other	\$	\$ 69,400	\$ 69,100
	\$	\$ 69,400	\$ 69,100
Wtr Res Spa2 Dev Fee 2014 Law			
Charges for Services/Other	\$	\$ 44,400	\$ 51,900
	\$	\$ 44,400	\$ 51,900
Water System Dev Fee Spa1 2014 Law			
Charges for Services/Other	\$	\$ 139,900	\$ 134,800
	\$	\$ 139,900	\$ 134,800
Water System Dev Fee Spa2 2014 Law			
Charges for Services/Other	\$	\$ 61,600	\$ 91,900
	\$	\$ 61,600	\$ 91,900
Wastewater Fund			
Charges for Services/Other	\$ 16,469,000	\$ 16,619,800	\$ 16,767,000
	\$ 16,469,000	\$ 16,619,800	\$ 16,767,000
Sewer Development Fee Fund			
Charges for Services/Other	\$ 5,403,700	\$ 380,000	\$
	\$ 5,403,700	\$ 380,000	\$
Sewer Development Fee Fund SPA 2			
Charges for Services/Other	\$ 44,400	\$	\$
	\$ 44,400	\$	\$
Sewer Development Fee Fund SPA 3			
Charges for Services/Other	\$ 600	\$	\$
	\$ 600	\$	\$
Sewer Spa1 Devel Fee 2014 Law			
Charges for Services/Other	\$	\$ 1,170,200	\$ 1,229,500
	\$	\$ 1,170,200	\$ 1,229,500
Sewer Spa2 Dev Fee 2014 Law			
Charges for Services/Other	\$	\$ 32,400	\$
	\$	\$ 32,400	\$
Sanitation Fund			
Charges for Services/Other	\$ 7,198,400	\$ 7,212,500	\$ 7,282,600
	\$ 7,198,400	\$ 7,212,500	\$ 7,282,600
Total Enterprise Funds	\$ 43,755,700	\$ 36,682,200	\$ 37,732,100

CITY OF SURPRISE
Revenues Other Than Property Taxes
Fiscal Year 2016

SOURCE OF REVENUES	ESTIMATED REVENUES 2015	ACTUAL REVENUES* 2015	ESTIMATED REVENUES 2016
INTERNAL SERVICE FUNDS			
Risk Management Fund			
Charges for Services/Other	\$ 1,737,000	\$ 1,735,900	\$ 1,735,900
	\$ 1,737,000	\$ 1,735,900	\$ 1,735,900
Employee Healthcare Fund			
Charges for Services/Other	\$ 9,989,900	\$ 9,863,600	\$ 10,021,000
	\$ 9,989,900	\$ 9,863,600	\$ 10,021,000
Total Internal Service Funds	\$ 11,726,900	\$ 11,599,500	\$ 11,756,900
TOTAL ALL FUNDS	\$ 165,318,700	\$ 187,970,800	\$ 162,825,500

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF SURPRISE
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2016

FUND	OTHER FINANCING 2016		INTERFUND TRANSFERS 2016	
	SOURCES	<USES>	IN	<OUT>
GENERAL FUND				
Debt Payment	\$	\$	\$	(1,534,300)
Sanitation Hauler's License			25,000	
Franchise Fees			574,400	
Indirect Cost Allocation			4,983,700	
Payments in Lieu of Property Taxes			554,400	
General Capital Fund				(4,347,000)
Vehicle Replacement Fund				(1,000,000)
Total General Fund	\$	\$	\$ 6,137,500	\$ (6,881,300)
SPECIAL REVENUE FUNDS				
Spring Training Ticket Surcharge	\$	\$	\$	(645,000)
Total Special Revenue Funds	\$	\$	\$	(645,000)
DEBT SERVICE FUNDS				
2000-03 Government Debt Service	\$	\$	\$	\$
2000-03 Proprietary Debt Service				
2014 Government Debt Service			3,193,700	
2014 Government Constr Service				
2014 Prop Debt Service			809,100	
2007 Debt Service				
Prop Reserve 2007				(73,400)
Prop Debt Service 2007			3,711,800	
Total Debt Service Funds	\$	\$	\$ 7,714,600	\$ (73,400)
CAPITAL PROJECTS FUNDS				
Police Development Fee	\$	\$	\$	(83,500)
Police Development Fee 2012				(52,900)
P&R Development Fee 2012				(103,100)
P&R Development Fee Grandfathered				(337,600)
General Government Development Fee				
General Government Development Fee Grandfathered				(369,900)
Fire and EMS Development Fee				(8,100)
Fire and EMS Development Fee Grandfathered				(59,300)
General Capital Fund			3,436,600	
Vehicle Replacement Fund			1,910,400	
Total Capital Projects Funds	\$	\$	\$ 5,347,000	\$ (1,014,400)
ENTERPRISE FUNDS				
Water	\$	\$	\$	(1,824,300)
Wastewater				(6,481,900)
Sanitation				(1,882,600)
Sewer SPA1 Development Fee 2014 Law			4,051,300	(4,447,500)
Total Enterprise Funds	\$	\$	\$ 4,051,300	\$ (14,636,300)
TOTAL ALL FUNDS	\$	\$	\$ 23,250,400	\$ (23,250,400)

CITY OF SURPRISE
Expenditures/Expenses by Fund
Fiscal Year 2016

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2015	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2015	ACTUAL EXPENDITURES/ EXPENSES* 2015	BUDGETED EXPENDITURES/ EXPENSES 2016
GENERAL FUND				
City Clerk	\$ 504,600	\$	\$ 446,200	\$ 459,500
City Court	1,847,600		1,839,300	1,983,400
City Manager	7,044,400	597,700	7,917,100	5,903,300
Community and Rec Services	15,934,700	(104,000)	15,613,900	16,295,200
Community Development	4,094,900	466,100	4,449,500	4,149,700
Economic Development				6,330,400
Finance	3,974,500	(259,600)	3,248,100	3,888,100
Fire-Emergency Services	17,221,700	(168,300)	16,839,200	17,664,400
General Operations				255,300
Human Service				1,174,200
Human Resources	1,751,900	294,400	1,787,500	2,158,000
Information Services	4,620,900	(629,100)	3,845,400	4,225,200
Legal	2,005,600		1,923,200	2,034,600
Mayor & Council	404,300		371,600	378,400
Police	23,103,300		22,909,300	24,469,400
Public Works	6,857,400	359,600	6,596,600	7,055,800
Contingency	12,070,000	(556,800)		2,925,500
Total General Fund	\$ 101,435,800	\$	\$ 87,786,900	\$ 101,350,400
SPECIAL REVENUE FUNDS				
Employee Dep Scholarship Fund				
General Operations	\$ 3,000	\$	\$ 3,000	\$ 3,000
Contingency	2,900			600
Donations Fund				
City Manager	7,500			
Community and Rec Services	443,300		446,900	428,800
Fire-Emergency Services	7,100			4,200
Economic Development				
Human Services				18,200
Police	14,700			12,400
Contingency	658,200			282,200
Municipal Court Enhancement				
City Court	320,000		330,000	85,000
Information Services				
Contingency	177,600			162,600
Neighborhood Revitalization				
Community Development	2,083,200	258,300	654,300	
Human Services				2,220,900
Contingency				
Tourism				
Community and Rec Services		50,000	75,000	345,100
General Operations				
Contingency	676,900	(50,000)		469,600
Grants				
Community and Rec Services	50,000		50,000	38,300
Fire-Emergency Services	46,700		47,800	151,300
Police	376,400	7,900	156,800	218,200
Public Works			23,000	371,500
General Operations	24,800			
Legal	67,100		51,500	78,000
Human Services				11,700
Contingency	5,031,500	(712,300)		8,279,900
SPD RICO				
Police	1,277,900		218,000	710,000
Contingency				120,300
SPD DEA				
Police				
Contingency				16,500
SPD Towing				
Police	375,100		342,600	82,500
Contingency				119,800
Municipal Court JCEF				
City Court	104,700		46,000	58,000
Contingency	(400)			25,700
Municipal Court MFTG				
City Court	15,000		15,000	13,100
Contingency	15,800			24,000
Municipal Court FARE				
City Court				
Contingency	18,900			23,300
Net Premium Seating				
Community and Rec Services	50,000		33,600	50,000
Contingency	2,600			
Spring Training Ticket Surcharge				
Community and Rec Services	250,000	334,000	586,000	
Contingency	137,900	(137,900)		
SB1398 Fines				
Police	19,600		19,600	42,800
Contingency				17,000

CITY OF SURPRISE
Expenditures/Expenses by Fund
Fiscal Year 2016

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2015	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2015	ACTUAL EXPENDITURES/ EXPENSES* 2015	BUDGETED EXPENDITURES/ EXPENSES 2016
LTAFII				
Public Works	350,000		346,700	350,000
Contingency				
Proposition 400				
Public Works	127,800		7,700	155,200
Contingency				12,100
Wildland Fire				
Fire-Emergency Services	140,000		116,900	143,700
Contingency				
HALO				
Fire-Emergency Services	158,000		133,700	168,900
Contingency				
Ambulance Contract				
Fire-Emergency Services	187,800		183,600	223,100
Contingency	59,200			72,600
Highway User Revenue Fund				
Public Works	9,071,800		8,396,700	8,579,100
Contingency	323,400			347,300
Street Lights Improvement District				
Public Works	2,531,800		2,439,800	2,520,400
Contingency				
Animal Seizure Bond Forfeiture				
Police	5,000			1,000
Contingency				
Unclaimed Property Disposal				
Police	5,000			1,000
Contingency				1,000
Program 1033 Auction Proceeds				
Police	5,000			1,700
Contingency				1,000
Stadium Improvement Fund				
Community and Rec Services	1,491,200		1,491,200	
Contingency				
Total Special Revenue Funds	\$ 26,714,000	\$ (250,000)	\$ 16,215,400	\$ 27,062,600
DEBT SERVICE FUNDS				
2000-03 Government Debt Service Fund				
General Operations	\$	\$	\$ 18,136,000	\$
2007 Proprietary Debt Service Fund				
General Operations	8,703,000		8,694,600	3,638,400
Contingency	1,297,900			529,100
2007 Proprietary Reserve Fund				
Contingency	5,069,400			4,921,400
2000-03 Proprietary Debt Service Fund				
General Operations			7,865,400	
2014 Government Debt Service Fund				
General Operations	3,968,900		197,800	3,193,700
2014 Prop Debt Service Fund				
General Operations	1,454,500			809,100
Total Debt Service Funds	\$ 20,493,700	\$	\$ 34,893,800	\$ 13,091,700
CAPITAL PROJECTS FUNDS				
General Capital Fund				
Community Development	\$	\$	\$	\$
City Manager	47,500		47,500	220,000
Community and Rec Services	2,550,000		90,000	2,960,000
City Court				
Fire-Emergency Services	225,000		53,900	188,000
Information Services	1,420,800		1,234,700	2,500,000
Police	263,000		263,000	375,000
Finance				
General Operations				
Legal	500,000		115,000	385,000
Public Works	6,614,000	250,000	1,162,300	6,717,700
Contingency	2,823,600			
Transportation Improvement Fund				
Community Development				
Public Works	4,728,500		1,146,100	4,089,500
Economic Development				291,400
City Manager	286,100		289,200	
Contingency	503,600			293,100
Vehicle Replacement Fund				
General Operations	3,954,900		2,564,100	4,512,200
Public Works				
Contingency	338,900			
Roads of Regional Significance SPA 2, 4, 6				
Finance				
General Operations				
Contingency	2,124,700			2,450,500
Roads of Regional Significance SPA 3, 5				
Finance	12,500			12,500
Contingency	6,500			10,800

**CITY OF SURPRISE
Expenditures/Expenses by Fund
Fiscal Year 2016**

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2015	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2015	ACTUAL EXPENDITURES/ EXPENSES* 2015	BUDGETED EXPENDITURES/ EXPENSES 2016
General Government Development Fee				
General Operations				
Finance				
Public Works				
Contingency				
General Government Development Fee 2012				
General Operations				
Finance	25,000			
Public Works				
Contingency	894,200			
General Government Development Fee Grandfathered				
General Operations				
Finance				25,000
Public Works				
Contingency				748,300
Police Development Fee				
Police				
Finance				
Contingency	334,700			
Police Development Fee 2012				
Police				
Finance	25,000			25,000
Contingency	1,203,500			725,200
Police Development Fee Grandfathered				
Police				
Finance				
Contingency				689,700
Parks and Recreation Development Fee				
Community and Rec Services	2,635,100		500,000	2,135,100
Finance				
Contingency	593,200			
Parks and Recreation Development Fee 2012				
Community and Rec Services				
Finance	25,000			25,000
Contingency	1,066,100			
Parks and Recreation Development Fee Grandfathered				
Community and Rec Services				
Finance				
Contingency				1,153,000
Public Works Development Fee				
Public Works	1,093,600		89,200	4,777,000
Finance				
Contingency	8,232,600			4,427,800
Public Works Development Fee 2012				
Public Works				
Finance	25,000			25,000
Contingency	324,700			370,000

**CITY OF SURPRISE
Expenditures/Expenses by Fund
Fiscal Year 2016**

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2015	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2015	ACTUAL EXPENDITURES/ EXPENSES* 2015	BUDGETED EXPENDITURES/ EXPENSES 2016
Fire & EMS Development Fee				
Fire-Emergency Services				
Finance				
General Operations				
Contingency	68,200			
Fire & EMS Development Fee 2012				
Fire-Emergency Services				
Finance	12,500			
General Operations				
Contingency	1,077,100			
Fire & EMS Development Fee 2014				
Fire-Emergency Services				
Finance	12,500			12,500
General Operations				
Contingency	879,300			1,137,000
Fire & EMS Development Fee Grandfathered				
Fire-Emergency Services				
Finance				12,500
General Operations				
Contingency				1,159,700
Library Development Fee				
Community and Rec Services				
Finance				
Contingency	4,388,500			4,358,700
Library Development Fee 2012				
Community and Rec Services	75,000			
Finance	25,000			25,000
Contingency	68,700			161,700
163rd Ave Roadway Dev Fee 2014				
Community and Rec Services				
Finance	12,500			12,500
Contingency	7,300			1,400
2014 Government Construction Fund				
Community and Rec Services				18,900,000
Contingency	11,513,200			4,800
Total Capital Projects Funds	\$ 61,017,100	\$ 250,000	\$ 7,555,000	\$ 65,917,600
ENTERPRISE FUNDS				
Water Fund				
Community Development	\$	\$	\$	\$
City Manager	27,800		29,800	4,000
Finance				
Economic Development				480,700
Public Works	9,286,400		7,125,700	11,626,000
Contingency	6,455,500			2,513,500
Water Development Fee				
Community Development				
City Manager	450,000			
Finance	8,400			8,400
Economic Development				
Public Works	1,835,700		1,602,300	607,300
Contingency	5,974,500			392,400
Water Development Fee SPA2				
Community Development				
Finance	8,300			8,300
Public Works	112,500			150,000
Contingency	46,400			39,200
Water Development Fee SPA3				
Community Development				
Finance	8,300			
Public Works				
Contingency				
Water Development Fee SPA 4				
Community Development				
City Manager				
Finance				
Public Works				
Contingency				
Water Development Fee SPA5				
Community Development				
Finance				
Public Works				
Contingency				
Water Development Fee SPA 6				
Community Development				
Finance				
Public Works				
Contingency				

**CITY OF SURPRISE
Expenditures/Expenses by Fund
Fiscal Year 2016**

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2015	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2015	ACTUAL EXPENDITURES/ EXPENSES* 2015	BUDGETED EXPENDITURES/ EXPENSES 2016
Water Development Fee SPA1 2014 Law				
Community Development				
Finance				4,200
Public Works				
Contingency				284,000
Water Development Fee SPA2 2014 Law				
Community Development				
Finance				4,100
Public Works				
Contingency				162,900
Water Replenishment Development Fee SPA 1				
Finance	8,400			8,400
Public Works	2,600,000		79,000	2,493,500
Contingency	4,312,700			1,293,000
Water Replenishment Development Fee SPA 2				
Finance	8,300			8,300
Public Works				
Contingency	435,500			395,400
Water Replenishment Development Fee SPA 3				
Finance	8,300			
Public Works				
Contingency				
Water Replenishment Development Fee SPA 4				
Finance				
Public Works				
Contingency				
Water Replenishment Development Fee SPA 5				
Finance				
Public Works				
Contingency				
Water Replenishment Development Fee SPA 6				
Finance				
Public Works				
Contingency				

CITY OF SURPRISE
Expenditures/Expenses by Fund
Fiscal Year 2016

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2015	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2015	ACTUAL EXPENDITURES/ EXPENSES* 2015	BUDGETED EXPENDITURES/ EXPENSES 2016
Water Replenishment Development Fee SPA1 2014 Law				
Finance				4,200
Public Works				
Contingency				147,800
Water Replenishment Development Fee SPA2 2014 Law				
Finance				4,100
Public Works				
Contingency				105,700
Wastewater Fund				
Community Development				
City Manager	327,900		414,800	
Finance				
Economic Development				481,900
Public Works	15,965,600		10,965,800	19,165,100
Contingency	19,555,700			3,239,100
Sewer Development Fee SPA1				
Community Development				
City Manager	25,000			
Finance	8,400			
Economic Development				
Public Works	1,800,000		116,400	
Contingency	1,100,000			
Sewer Development Fee SPA2				
Community Development				
Finance	8,300			8,300
Public Works				
Contingency	351,700			311,500
Sewer Development Fee SPA3				
Community Development				
Finance	8,300			8,300
Public Works				
Contingency	39,800			41,100
Sewer Development Fee SPA4				
Community Development				
Finance				
Public Works				
Contingency				1,000
Sewer Development Fee SPA5				
Community Development				
Finance				
Public Works				
Contingency				
Sewer Development Fee SPA6				
Community Development				
Finance				
Public Works				
Contingency				
Sewer Development Fee SPA1 2014 Law				
Community Development				
Economic Development				25,000
Finance				8,400
Public Works			183,600	1,500,000
Contingency				300,000
Sewer Development Fee SPA2 2014 Law				
Community Development				
Finance				
Public Works				
Contingency				45,900
Sanitation				
Finance				
City Manager				400
Public Works	8,473,900		5,993,100	10,844,700
Contingency	6,538,200			2,320,800
Total Enterprise Funds	\$ 85,789,800	\$	\$ 26,510,500	\$ 59,046,900
INTERNAL SERVICE FUNDS				
Risk Management Fund				
Community Development	\$	\$	\$	\$
Finance				
Human Resources	1,595,800		1,600,700	1,616,600
Contingency	2,147,900			2,142,800
Employee Healthcare Fund				
Human Resources	9,949,100		9,946,300	9,697,600
Contingency	1,712,000			1,495,200
Total Internal Service Funds	\$ 15,404,800	\$	\$ 11,547,000	\$ 14,952,200
TOTAL ALL FUNDS	\$ 310,855,200	\$	\$ 184,508,600	\$ 281,421,400

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF SURPRISE
Expenditures/Expenses by Department
Fiscal Year 2016

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2015	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2015	ACTUAL EXPENDITURES/ EXPENSES* 2015	BUDGETED EXPENDITURES/ EXPENSES 2016
City Clerk				
General Fund	\$ 504,600	\$	\$ 446,200	\$ 459,500
Department Total	\$ 504,600	\$	\$ 446,200	\$ 459,500
Mayor & Council				
General Fund	\$ 404,300	\$	\$ 371,600	\$ 378,400
Department Total	\$ 404,300	\$	\$ 371,600	\$ 378,400
City Court				
General Fund	\$ 1,847,600	\$	\$ 1,839,300	\$ 1,983,400
Municipal Court Enhancement	497,600		330,000	247,600
Municipal Court FARE	18,900			23,300
Municipal Court JCEF	104,300		46,000	83,700
Municipal Court MFTG	30,800		15,000	37,100
General Capital Fund				
Department Total	\$ 2,499,200	\$	\$ 2,230,300	\$ 2,375,100
City Manager				
General Fund	\$ 8,114,400	\$ 179,900	\$ 7,917,100	\$ 5,903,300
General Capital Fund	47,500		47,500	220,000
Donations	7,500			
Transportation Improvement	286,100		289,200	
Water Operations fund	27,800		29,800	4,000
Water System Dev Fee Fund	450,000			
Sewer Operations	327,900		414,800	
Sewer System Dev Fee	25,000			
Sanitation Operations				400
Department Total	\$ 9,286,200	\$ 179,900	\$ 8,698,400	\$ 6,127,700
Community Development				
General Fund	\$ 4,094,900	\$ 466,100	\$ 4,449,500	\$ 4,149,700
General Capital Fund				
Donations				
Neighborhood Revitalization	2,083,200		654,300	
Transportation Improvement				
Water Operations fund				
Water System Dev Fee Fund				
Sewer Operations				
Sewer System Dev Fee				
Department Total	\$ 6,178,100	\$ 466,100	\$ 5,103,800	\$ 4,149,700
Economic Development				
General Fund	\$	\$	\$	\$ 7,330,400
General Capital Fund				
Donations				
Neighborhood Revitalization				
Transportation Improvement				291,400
Water Operations fund				480,700
Water System Dev Fee Fund				
Sewer Operations				481,900
Sewer System Dev Fee SPA1 2014 Law				25,000
Department Total	\$	\$	\$	\$ 8,609,400
Finance				
General Fund	\$ 3,974,500	\$ (259,600)	\$ 3,248,100	\$ 3,888,100
RDS Regional sig. SPA 2,4 & 6				
RDS Regional sig. SPA 3 & 5	12,500			12,500
General Govt Dev Fee 2012	25,000			
General Govt Dev Fee Grandfathered				25,000
Police Dev Fee 2012	25,000			25,000
Parks & Recreation Dev Fee 2012	25,000			25,000
P&R Dev Fee Grandfathered				
Public Works Dev Fee 2012	25,000			25,000
Fire Dev Fee 2012	12,500			
Library Dev Fee 2012	25,000			25,000
163rd Ave Roadway Dev Fee 2014	12,500			12,500
Fire & EMS Dev Fee 2014	12,500			12,500
Fire & EMS Dev Fee Grandfathered				12,500
Water System Dev Fee Fund	8,400			8,400
Water Sys Dev Fee Fund SPA 2	8,300			8,300
Water Sys Dev Fee Fund SPA 3	8,300			
Water Sys Dev Fee Fund SPA 4				
Water Sys Dev Fee Fund SPA 5				
Water Sys Dev Fee Fund SPA 6				
Water Sys Dev Fee Fund SPA1 2014 Law				4,200
Water Sys Dev Fee Fund SPA2 2014 Law				4,100
WTR Resources Sys Dev Fee SPA1	8,400			8,400
WTR Resources Sys Dev Fee SPA2	8,300			8,300
WTR Resources Sys Dev Fee SPA3	8,300			
WTR Resources Sys Dev Fee SPA1 2014 Law				4,200
WTR Resources Sys Dev Fee SPA2 2014 Law				4,100
Sewer System Dev Fee	8,400			
Sewer System Dev Fee SPA 2	8,300			8,300
Sewer System Dev Fee SPA 3	8,300			8,300
Sewer System Dev Fee SPA1 2014 Law				8,400
Sewer System Dev Fee SPA2 2014 Law				
Risk Management Fund				
Department Total	\$ 4,224,500	\$ (259,600)	\$ 3,248,100	\$ 4,138,100

CITY OF SURPRISE
Expenditures/Expenses by Department
Fiscal Year 2016

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2015	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2015	ACTUAL EXPENDITURES/ EXPENSES* 2015	BUDGETED EXPENDITURES/ EXPENSES 2016
Fire				
General Fund	\$ 17,221,700	\$ (168,300)	\$ 16,839,200	\$ 17,664,400
General Capital Fund	225,000		53,900	188,000
Donations	7,100			4,200
Grants	46,700		47,800	151,300
Wildland Fire	140,000		116,900	143,700
HALO	158,000		133,700	168,900
Ambulance Contract	247,000		183,600	295,700
Fire & EMS Dev Fee	68,200			
Fire Dev Fee 2012	1,077,100			
Fire & EMS Dev Fee 2014	879,300			1,137,000
Department Total	\$ 20,070,100	\$ (168,300)	\$ 17,375,100	\$ 19,753,200
General Operations				
General Fund	\$ 11,000,000	\$ (139,000)	\$	\$ 2,080,800
General Capital Fund	2,823,600			
Vehicle Replacement Fund	3,954,900		2,564,100	4,512,200
Donations	658,200			282,200
Tourism				
Grants	5,056,300	(196,100)		8,279,900
RDS Regional sig. SPA 2,4 & 6	2,124,700			2,450,500
Transportation Improvement				
RDS Regional sig. SPA 3 & 5	6,500			10,800
General Govt Dev Fee 2012	894,200			
Public Works Dev Fee 2012				
Fire Dev Fee 2012				
Library Dev Fee 2012				
General Govt Dev Fee Grandfathered				748,300
P&R Dev Fee Grandfathered				1,153,000
Fire-Medical Dev Fee Grandfathered				1,159,700
Police Dev Fee Grandfathered				689,700
163rd Ave Roadway Dev Fee 2014	7,300			1,400
Employee Healthcare				
Employee Dep Scholarship FD	5,900		3,000	3,600
Firefighters Pension Fund				
Gov Debt Service 2000-2003			18,136,000	
Gov Reserve Fund 2000-2003				
Prop Debt Service 2007	10,000,900		8,694,600	4,167,500
Prop Reserve Fund 2007	5,069,400			4,921,400
Prop Debt Service 2000-2003			7,865,400	
Prop Reserve Fund 2000-2003				
Gov Debt Service 2014	3,968,900		197,800	3,193,700
Gov Construction 2014	11,513,200			4,800
Prop Debt Service 2014	1,454,500			809,100
Department Total	\$ 58,538,500	\$ (335,100)	\$ 37,460,900	\$ 34,468,600
Human Resources				
General Fund	\$ 1,751,900	\$ 294,400	\$ 1,787,500	\$ 2,158,000
Employee Healthcare Fund	11,661,100		9,946,300	11,192,800
Risk Management Fund	3,743,700		1,600,700	3,759,400
Department Total	\$ 17,156,700	\$ 294,400	\$ 13,334,500	\$ 17,110,200
Information Services				
General Fund	\$ 4,620,900	\$ (629,100)	\$ 3,845,400	\$ 4,225,200
General Capital Fund	1,420,800		1,234,700	2,500,000
Department Total	\$ 6,041,700	\$ (629,100)	\$ 5,080,100	\$ 6,725,200
Legal				
General Fund	\$ 2,005,600	\$	\$ 1,923,200	\$ 2,034,600
General Capital Fund	500,000		115,000	385,000
Grants	67,100		51,500	78,000
Department Total	\$ 2,572,700	\$	\$ 2,089,700	\$ 2,497,600
Human Service and Community Vitality				
General Fund	\$	\$	\$	\$ 1,274,200
General Capital Fund				
Donations				18,200
Tourism				
Grants				11,700
Neighborhood Revitalization				2,220,900
Spring Training Ticket Surcharge				
Parks & Recreation Dev Fee				
Library Dev Fee				
Parks & Recreation Dev Fee 2012				
Library Dev Fee 2012				
Stadium Improvement Fund				
Department Total	\$	\$	\$	\$ 3,525,000

CITY OF SURPRISE
Expenditures/Expenses by Department
Fiscal Year 2016

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2015	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2015	ACTUAL EXPENDITURES/ EXPENSES* 2015	BUDGETED EXPENDITURES/ EXPENSES 2016
Community and Recreation Services				
General Fund	\$ 15,934,700	\$ (104,000)	\$ 15,613,900	\$ 16,295,200
General Capital Fund	2,550,000		90,000	2,960,000
Donations	443,300		446,900	428,800
Tourism	676,900		75,000	814,700
Grants	50,000		50,000	38,300
Net Premium Seating	52,600		33,600	50,000
Spring Training Ticket Surcharge	387,900	196,100	586,000	
Parks & Recreation Dev Fee	3,228,300		500,000	2,135,100
Library Dev Fee	4,388,500			4,358,700
Parks & Recreation Dev Fee 2012	1,066,100			
Library Dev Fee 2012	143,700			161,700
Stadium Improvement Fund	1,491,200		1,491,200	
2014 Government Constr				18,900,000
Department Total	\$ 30,413,200	\$ 92,100	\$ 18,886,600	\$ 46,142,500
Police				
General Fund	\$ 23,103,300	\$	\$ 22,909,300	\$ 24,469,400
General Capital Fund	263,000		263,000	375,000
Donations	14,700			12,400
Grants	376,400		156,800	218,200
SPD RICO Funds	1,277,900		218,000	830,300
SPD DEA Funds				16,500
SPD Towing Funds	375,100		342,600	202,300
Municipal Court MFTG				
SB1398 Fines	19,600		19,600	59,800
Animal Seizure Bond Forfeiture	5,000			1,000
Unclaimed Property Disposal	5,000			2,000
Program 1033 Auction Proceeds	5,000			2,700
Police Development Fee	334,700			
Police Dev Fee 2012	1,203,500			725,200
Department Total	\$ 26,983,200	\$	\$ 23,909,300	\$ 26,914,800

CITY OF SURPRISE
Expenditures/Expenses by Department
Fiscal Year 2016

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2015	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2015	ACTUAL EXPENDITURES/ EXPENSES* 2015	BUDGETED EXPENDITURES/ EXPENSES 2016
Public Works				
General Fund	\$ 6,857,400	\$ 359,600	\$ 6,596,600	\$ 7,055,800
General Capital Fund	6,614,000		1,162,300	6,717,700
Vehicle Replacement Fund	338,900			
Highway User Revenue Fund	9,395,200		8,396,700	8,926,400
Grants			23,000	371,500
LTAF II	350,000		346,700	350,000
Proposition 400	127,800		7,700	167,300
RDS Regional sig. SPA 2,4 & 6				
General Govt Dev Fee				
Public Works Dev Fee	9,326,200		89,200	9,204,800
Transportation Improvement	5,232,100		1,146,100	4,382,600
General Govt Dev Fee 2012				
Public Works Dev Fee 2012	324,700			370,000
163rd Ave Roadway Dev Fee 2014				
Water Operations fund	15,741,900		7,125,700	14,139,500
Water System Dev Fee Fund	7,810,200		1,602,300	999,700
Water Sys Dev Fee Fund SPA 2	158,900			189,200
Water Sys Dev Fee Fund SPA 3				
Water Sys Dev Fee Fund SPA 4				
Water Sys Dev Fee Fund SPA 5				
Water Sys Dev Fee Fund SPA1 2014 Law				284,000
Water Sys Dev Fee Fund SPA2 2014 Law				162,900
WTR Resources Sys Dev Fee SPA1	6,912,700		79,000	3,786,500
WTR Resources Sys Dev Fee SPA2	435,500			395,400
WTR Resources Sys Dev Fee SPA1 2014 Law				147,800
WTR Resources Sys Dev Fee SPA2 2014 Law				105,700
Sewer Operations	35,521,300		10,965,800	22,404,200
Sewer System Dev Fee	2,900,000		116,400	
Sewer System Dev Fee SPA 2	351,700			311,500
Sewer System Dev Fee SPA 3	39,800			41,100
Sewer System Dev Fee SPA 4				1,000
Sewer System Dev Fee SPA 5				
Sewer System Dev Fee SPA1 2014 Law			183,600	1,800,000
Sewer System Dev Fee SPA2 2014 Law				45,900
Sanitation Operations Fund	15,012,100		5,993,100	13,165,500
Gov Reserve Fund 2000-2003				
Streetlight Improvement District	2,531,800		2,439,800	2,520,400
Department Total	\$ 125,982,200	\$ 359,600	\$ 46,274,000	\$ 98,046,400
Total All Departments	\$ 310,855,200	\$	\$ 184,508,600	\$ 281,421,400

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF SURPRISE
Full-Time Employees and Personnel Compensation
Fiscal Year 2016

FUND	Full-Time Equivalent (FTE) 2016	Employee Salaries and Hourly Costs 2016	Retirement Costs 2016	Healthcare Costs 2016	Other Benefit Costs 2016	Total Estimated Personnel Compensation 2016
GENERAL FUND	653.3	\$ 48,430,200	\$ 7,167,200	\$ 7,079,600	\$ 4,303,600	= \$ 66,980,600
SPECIAL REVENUE FUNDS						
Neighborhood Revitalization		\$ 110,000	\$	\$	\$	= \$ 110,000
SPD Towing Fund	0.5	32,500				32,500
Highway User Revenue Fund	41.0	2,373,800	272,000	498,900	308,500	3,453,200
Grants	0.5	292,800	7,900		6,700	307,400
HALO		133,700	21,300		13,900	168,900
Wildland Fire		101,300	16,200		10,600	128,100
Ambulance Contract		134,200	21,400		13,900	169,500
Municipal Court JCEF	1.0	46,500	5,300	2,300	3,900	58,000
Total Special Revenue Funds	43.0	\$ 3,178,300	\$ 338,800	\$ 498,900	\$ 353,600	= \$ 4,427,600
CAPITAL PROJECTS FUNDS						
Transportation Improvement	1.0	\$ 100,200	\$ 11,500	\$ 16,400	\$ 9,500	= \$ 137,600
General Capital	2.0	168,000	19,300	31,800	13,800	232,900
Total Capital Projects Funds	3.0	\$ 268,200	\$ 30,800	\$ 48,200	\$ 23,300	= \$ 370,500
INTERNAL SERVICE FUNDS						
Employee Healthcare Fund	1.0	\$ 73,300	\$ 8,400	\$ 16,400	\$ 6,000	= \$ 104,100
Risk Management Fund	2.0	171,500	19,700	13,200	14,200	218,600
Total Permanent Funds	3.0	\$ 244,800	\$ 28,100	\$ 29,600	\$ 20,200	= \$ 322,700
ENTERPRISE FUNDS						
Water Fund	29.0	\$ 1,846,400	\$ 212,000	\$ 311,500	\$ 189,100	= \$ 2,559,000
Wastewater Fund	39.3	2,545,800	291,400	391,800	260,000	3,489,000
Sanitation Fund	33.0	1,779,300	204,100	368,900	224,300	2,576,600
Total Enterprise Funds	101.3	\$ 6,171,500	\$ 707,500	\$ 1,072,200	\$ 673,400	= \$ 8,624,600
TOTAL ALL FUNDS	803.6	\$ 58,293,000	\$ 8,272,400	\$ 8,728,500	\$ 5,374,100	= \$ 80,726,000



CITY OF SURPRISE
Regular City Council Meeting

June 2, 2015 @ 6:00:00 PM

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

Council Meeting Date:	June 2, 2015	Contact Person:	Misty Leslie, City Attorney
Submitting Department:		District:	Internal
Staff Recommendations:	No Action		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Discussions and consultation with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property; and to receive legal advice regarding the same, pursuant to 38-431.03(A)(3) & (7).

Motion:

I move to recess into executive session.

Background:

Financial Impact Statement:

ATTACHMENTS:

[Click to download](#)

No Attachments Available

External Attachment Links:

Meeting Requirements:

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