



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

Tuesday, January 6, 2015 @ 6:00 PM

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- A. Call To Order
- B. Roll Call
- C. Pledge of Allegiance
- D. PROCLAMATION AND COMMUNITY ACKNOWLEDGEMENTS
- E. City Manager Report:
- F. City Attorney Report:
- G. Regular City Council Meeting Agenda:

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

Consent Agenda:

- | | | |
|-----------------------|---|---|
| *#1 District Internal | <u>Consideration and action on the meeting minutes of the Regular City Council Work Session and Regular City Council Meeting of December 16, 2014.</u> | Approve
Sherry Ann
Aguilar, City
Clerk |
| *#2 District 5 | <u>Consideration and action on a request for Sampling Privileges for Wal-Mart #277 located at 13770 W. Bell Road, Surprise, Arizona 85374 (Current License #09070240).</u> | Approve
Sherry Ann
Aguilar, City
Clerk MMC |
| *#3 District Citywide | <u>Consideration and action approving an Intergovernmental Agreement between the City and ADOT related to the installation and maintenance of the Emergency Vehicle Pre-emption systems; Resolution 2015-02.</u> | Approve
Michael
Boule,
Public
Works
Department |
| *#4 District Citywide | <u>Consideration and action approving an extension of term for an Intergovernmental Agreement between the City and Maricopa County related to HOME Investment Partnership Funding, extending the term to June 20, 2015; Resolution 2015-06.</u> | Approve
Eric Fitzer,
Community
Development |
| *#5 District 1 | <u>Consideration and action approving an Intergovernmental Agreement between the City and ADOT regarding the installation</u> | Approve
Karl Zook |

[of conduit along State Route 303 \(SR303\); Resolution No. 2015-05.](#)

and Suneel
Garg, Public
Works
Department

Regular Agenda Item - Non-Public Hearing:

- | | | | |
|----|-------------------|--|---|
| #6 | District Citywide | <u>Consideration and action on appointing a Vice-Mayor. City Clerk Aguilar will administer the Oath of Office.</u> | None
Sherry Ann
Aguilar,
City Clerk |
| #7 | District Citywide | <u>Consideration and action authorizing the addition of one position to the Legal Department and one position to the Water Fund, and amending the FY2014-2015 Budget in the amount of \$135,800 from Water Fund Contingency to Water Fund Personnel; Resolution 2015-07.</u> | Approve
Terry Lowe,
Director
Water
Resource
Management
Department |

H. Call To The Public:

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

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

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

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

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

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

I. Other Business and Future Agenda Items:

J. Mayor/Council Reports:

K. Executive Session:

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

- discussion or consideration of personnel matters (A.R.S. §38-431.03 (A)(1));
- discussion or consideration of records exempt by law from public inspection (A.R.S. §38-401.03 (A)(2));

- discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03 (A)(3));
- discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. §38-431.03 (a)(4));
- discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03 (A)(5)); or
- discussion, consultation or consideration for international and interstate negotiations or for negotiations by a city or town, or its designated representatives, with members of a tribal council, or its designated representatives, of an Indian reservation located within or adjacent to the city or town. A.R.S. §38-401.03 (A)(6)).
- discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03 (A)(7)).

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

L. Adjournment:

SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED:

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

January 6, 2015 @ 6:00:00 PM

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Council Meeting Date: January 6, 2015

Contact Person: Sherry Ann Aguilar, City Clerk

Submitting Department:

District: Internal

Staff Recommendations: Approve

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action on the meeting minutes of the Regular City Council Work Session and Regular City Council Meeting of December 16, 2014.

Motion:

I move to approve the meeting minutes.

Background:

Financial Impact Statement:

ATTACHMENTS:

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- ☐ [Minutes](#)
 - ☐ [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):

Regular Work Session Minutes – Tuesday, December 16, 2014

Call to Order: Mayor Wolcott called the Regular Work Session to order at 4:00 p.m. in the Community Room located at the Surprise City Hall – 16000 N. Civic Center Plaza, Surprise, Arizona 85374.

Roll Call: Also in attendance with Mayor Wolcott were Vice-Mayor, Skip Hall; Councilmembers Roland Winters, Jim Biundo, John Williams, Rachel Villanueva and Todd Tande.

Pledge of Allegiance:

Regular Agenda Items:

1. Presentation and discussion of the City's proposed state legislative agenda for the upcoming legislative session.

Intergovernmental Relations Director, Michael Celaya gave a powerpoint presentation on this subject.

Topics included: Legislative makeup; New Governor and Transition Team;

52nd Legislatures 1st regular session; Speaker of the House - David Gowan; FY2015 State Budget; Key priorities for Surprise including core principals; tax increment financing; fire district annexation; certificate of needs.

Councilmember Tande – Focus on education and economic development, anything coming up on these issues?

Mayor Wolcott – Surprise recently rated #9 safest City in America. Meetings are coming up with the School District and key staff on education issues.

2. Presentation and discussion regarding additional revenue source options for the FY2016 budget.

Finance Director, Lindsey Duncan gave a powerpoint presentation regarding this subject. Topics included:

Scale of Capital Plan; Pay as you go funding; development impact fees; primary property tax capacity; property tax rate comparison; and possibility of bond election.

Council asked for clarification on bonding capacity, community outreach and bond committee if Council decides to move forward with the possibility of a bond election in the near future.

No further discussion took place.

Adjournment

Councilmember Villanueva made the motion to adjourn the Regular Work Session at 5:28 p.m.
Seconded by Councilmember Winters. 7 yes votes.

Sharon R. Wolcott, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Work Session of **Tuesday, December 16, 2014.**

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

Tuesday, December 16, 2014 @ 06:00 PM

A. Call to Order

B. Roll Call

Mayor Wolcott called the **Regular City Council Meeting** to order at 06:00 PM at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, December 16, 2014**. Also in attendance with Mayor Wolcott were Vice Mayor Hall, Council Member Winters, Council Member Biundo, Council Member Williams, Council Member Villanueva, and Council Member Tande.

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

C. Pledge of Allegiance

D. Proclamation and Community Acknowledgements

E. City Manager Report

F. City Attorney Report

G. Regular City Council Meeting Agenda:

Consent Agenda

1. Approval of a final plat for the West Point Towne Center Parcel 12, subdividing property generally located at the south west corner of Grand Avenue and Dysart Road; Resolution #2014-120 - APPROVED
2. Consideration and action declaring the City's intention to create Marley Park Ph 4, #140, Street Light Improvement District, pursuant to A.R.S. § 48-616; Res #2014-119 - APPROVED
3. Consideration and action on the minutes of the Regular City Council Work Session and Regular City Council Meeting of December 2, 2014 - APPROVED
4. Consideration and action to approve continuation of Off-Track Wagering requested by Daniel Lucero on behalf of American Greyhound Racing for Runner' Sports Bar located at 12751 W. Bell Road, Suites 8 & 9, Surprise, Arizona 85374 thru December 16, 2015 - APPROVED
5. 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 - APPROVED
6. Consideration and action approving the Marley Park Legacy Charter School final plat, dated December 4, 2014, a property generally located along the north side of Sweetwater Avenue alignment, approximately ¼ mile east of Bullard Road; Resolution 2014 - 121 - APPROVED
7. Consideration and action authorizing the City Manager to apply for and accept a FY2015 Arizona Lottery Fund (ALF) grant funds in the amount of \$346,740; Resolution #2014-122 - APPROVED

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

Regular Agenda Item - Non Public Hearing

12. Consideration and possible action regarding the course of the APS line siting running along 303, west along Cactus Road, then north along approximately 195th Avenue; and community impact.

City Manager Wingenroth opened the item then introduced ACM Rick Buss to give a brief overview.

Mr. Buss reported that the lines were approved back in 2005 when there was minimal growth in the outer lying areas of the City. The Council that approved this are no longer here and very few staff were here as well.

Vice Mayor Hall inquired about the following: when did Horton start selling; were disclosure done; do all of the utilities go through ACC and are permits required.

Mr. Buss explained that the Right-of way condemnation process back then. He further commented that the Developer is required to disclose the APS lines at the time of signing and they confirmed that this was done.

Public comments:

Kristin Berring - Sarah Ann Ranch was present representing the community since Joe Monsour is out of state. ACC discussion over the phone, Tim Davis returned our call. We realize that APS has legal rights to this right-of-way, DR Horton was invited but we are not getting any response. APS installed poles on the south side of Cactus Road. We have invited Mike Dewitt from APS and he attended. Council Member Williams and Mayor Wolcott attended as well. The City does have some sort of recourse and use your authority. Every day at 6:00 a.m. APS is dropping off 3 truckloads of poles and ready to follow through with construction this week. Ms. Berring read the statement in full to the Mayor and Council as part of public record for the purpose of the minutes. 131 residents attended this meeting and our group is in contact with each and every household.

Council Member Williams inquired about the pole height.

Mr. Dewitt of APS stated they are 120-130 feet.

Council Member Williams inquired about poles and the right-of-way.

Regular City Council Meeting Minutes – December 16, 2014 – Page 4

Mr. Dewitt commented on constructing as close to the road as possible and safety issues with sagging lines.

Council Member Williams inquired about safety hazards and restrictions for being near residential areas.

Mr. Dewitt stated that when Council approved this back in 2005, Council directed them to site the lines in an area undeveloped.

Council Member Biundo asked for clarification of the pole site.

Mayor Wolcott inquired about underbuilding the lines across the street.

Mr. Dewitt - 12KB line, distribution line. If it is 69 lines any future lines would be co-lined.

Vice Mayor Hall inquired about the sign and the requirements.

Mr. Dewitt explained posting requirements for the time period.

Council Member Winters inquired about burying the lines.

Mr. Dewitt stated that APS has a policy for burying lines it would require more easement, lines are larger, coated differently, etc. It is 10 times more expensive than placing overhead. We will provide the funding, and the entity requesting this would be required to pay the difference. The community is right, we are continuing to place the poles in the ground. Needs to be in service by next year.

Council Member Villanueva inquired about the poles installed in other areas.

Vice Mayor Hall inquired about the property owner of the north side of Cactus.

Mr. Dewitt stated that the Greenbelt is part of the HOA, APS maintained the easement from Sarah Ann Ranch.

Council Member Biundo spoke of looking at this as a City before the issue mitigates.

Council Member Winters spoke of moving lines to move the lines to another location.

Council Member Williams apologized to the residents for not being on top of this issue and that he supports relocating to the south of Cactus, choice B would be moving underground and the 3rd piece of this is preserving the vegetation issue.

Regular City Council Meeting Minutes – December 16, 2014 – Page 5

Council Member Williams moved to table this so that staff can craft an agenda item at the end of the night and move it to the end of the agenda. Council Member Williams seconded the motion.

9. Presentation and discussion regarding the FY2014 Budget Status Report through October 2014 - NO ACTION

Finance Director, Lindsey Duncan gave an overview regarding the FY2014 Budget Status Report through October 2014.

10. Presentation and discussion on the development of a Heritage Overlay District for the Original Town Site - NO ACTION

Long Range Planner, Jackie Keller gave an overview of the planning efforts to date.

Mayor Wolcott thanked Jackie for presenting a plan that brings the OTS together with the rest of the City.

Council Member Winters inquired about possible plans for a pedestrian bridge.

There is ongoing discussions and research, large capital project, looking at funding.

Council Member Villanueva asked for clarification on who has priority on who is doing what. She also commented on educating residents.

Mayor Wolcott spoke of partnerships, pieces being put into place and feedback from the community.

Council Member Tande stated that this will help move the process along. He further commented on implementation items and placing framework on this to accomplish the goals for the OTS.

Mayor Wolcott stated that it is important to have stakeholders and community feedback.

Vice Mayor Hall suggested working closer with Council Member Villanueva on this process.

8. **Consideration and action to appoint the following to fill vacancies on City Boards/Commissions: Mary Pate to fill a vacancy on the Arts & Cultural Advisory Commission with a term expiration of July 1, 2016; Christine Baker; Nicole Jeffords and Joseph Poschner to fill 3 vacancies on the Disability Advisory Commission all with term expirations of July 1, 2015; Matthew Keating to fill a vacancy on the Planning & Zoning Commission with a term expiration of July 1, 2015 and Ryan Spotts to fill a vacancy on the Health Benefits Trust Fund Board with a term expiration of September 23, 2018, and to direct the City Clerk to issue the oath of office - APPROVED**

Council Member Winters gave an overview of the interview process.

Council Member Winters made the motion to approve appointing the following to fill vacancies on City Boards/Commissions: Mary Pate to fill a vacancy on the Arts & Cultural Advisory Commission with a term expiration of July 1, 2016; Christine Baker; Nicole Jeffords and Joseph Poschner to fill 3 vacancies on the Disability Advisory Commission all with term expirations of July 1, 2015; Matthew Keating to fill a vacancy on the Planning & Zoning Commission with a term expiration of July 1, 2015 and Ryan Spotts to fill a vacancy on the Health Benefits Trust Fund Board with a term expiration of September 23, 2018, and to direct the City Clerk to issue the oath of office. Council Member Biundo seconded the motion. Seven yes votes. Motion carried.

City Clerk Aguilar administered the Oath of Office for the following: Mary Pate, Christine Baker, Nicole Jeffords, Joseph Poschner, Matthew Keating and Ryan Spotts.

11. **Consideration and action on the 2014-2015 Surprise Community Outreach Program funding recommendations as follows: Benevilla - \$10,000, Friends of the Library - \$2,000, Northwest Valley Connect - \$10,000, St. Vincent de Paul - \$10,000, West Valley Arts Council - \$10,000, WHAM - \$8,000 - APPROVED AS AMENDED**

Grants Administrator, Janeen Gaskin reported on the recommendations.

Council Member Biundo made the motion to approve the 2014-2015 Surprise Community Outreach Program funding recommendations as follows: Benevilla - \$10,000, Friends of the Library - \$2,000, Northwest Valley Connect - \$10,000, St. Vincent de Paul - \$10,000, West Valley Arts Council - \$10,000, WHAM - \$8,000. Council Member Williams seconded the motion. Seven yes votes. Motion carried.

Regular City Council Meeting Minutes – December 16, 2014 – Page 7

Vice Mayor Hall made the motion to approve moving \$2,000 from Northwest Valley Connect to WHAM. The amended recommendations are as follows: Benevilla - \$10,000, Friends of the Library - \$2,000, Northwest Valley Connect - \$8,000, St. Vincent de Paul - \$10,000, West Valley Arts Council - \$10,000, WHAM - \$10,000. Council Member Villanueva seconded the motion. Seven yes votes. Motion carried.

CONTINUATION OF THIS ITEM

12. Consideration and possible action regarding the course of the APS line siting running along 303, west along Cactus Road, then north along approximately 195th Avenue; and community impact - APPROVED RESOLUTION 2014-123

Motion to take item off of the table for continuation by Council Member Williams at 8:08 PM. Seconded by Council Member Biundo. Seven yes votes.

City Attorney reported on the resolution which was distributed to Council.

Resolution 2014-123 read for the record by City Attorney Leslie

Council Member Winters made the motion enter into executive session to receive legal advice at 8:10 PM. Council Member Biundo seconded the motion. Seven yes votes.

Mayor Wolcott reconvened the Regular Meeting at 8:14 p.m.

Wendy Villa, representative from APS, strongly objected to Council approving a document this evening since we were not advised of this prior to the meeting and we have not seen the document before you this evening. He further commented that he would like to take this document back to APS for review before approved.

Council Member Tande stated that he is comfortable with moving forward with and approving this document and that it does not bind anyone at this point in time. Press Release with map showing what was already approved by Council.

Council Member Williams stated that he appreciates what APS is saying and that he is comfortable with moving forward on this.

Council Member Winters commented that this document is not binding and that we are trying to find some kind of compromise with everyone involved.

Council Member Williams made the motion to approve Resolution 2014-123 as constructed by the City Attorney. Council Member Williams seconded the motion. Seven yes votes. Motion carried.

H. Call to the Public

I. Other Business

J. Mayor/Council Reports

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

Council Member Winters - Adaptive recreation program.

Council Member Villanueva - Thanked CRS for the Surprise Party.

Council Member Tande made the motion to recess the Regular Council Meeting and enter into executive session at 8:26 PM. Council Member seconded the motion. Seven yes votes. Motion carried.

K. Executive Session

13. Litigation Update: discussion/consultation with the City Attorney to receive legal advice; and to consider its position on active litigation. (A.R.S. §38-431.02(A)(3)&(4))
14. Discussion and consideration of employment matters, conducting performance evaluations and 2015 goals for appointed officials, pursuant to Ariz. Rev. Stat. §38-431.03(A)(1).
15. Discussion and consultation with the City Attorney for legal advice, and to consider its position and to instruct the City Attorney regarding contracts subject to negotiations related to third party use of City facilities pursuant to ARS §38-431.03(A)(3).

Regular City Council Meeting Minutes – December 16, 2014 – Page 9

L. Adjournment

Council Member Biundo made the motion to adjourn the Regular City Council Meeting of December 16, 2014 at 10:15 PM. Council Member Williams seconded the motion. Seven yes votes. Motion carried.

Sharon R. Wolcott, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, December 16, 2014.**

Sherry Ann Aguilar, City Clerk



CITY OF SURPRISE
Regular City Council Meeting

January 6, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date:	January 6, 2015	Contact Person:	Sherry Ann Aguilar, City Clerk MMC
Submitting Department:		District:	5
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action on a request for Sampling Privileges for Wal-Mart #277 located at 13770 W. Bell Road, Surprise, Arizona 85374 (Current License #09070240).

Motion:

I move to approve a request for Sampling Privileges for Wal-Mart #277 located at 13770 W. Bell Road, Surprise, Arizona 85374 (Current License #09070240).

Background:

Wal-Mart has held their Series 9 Liquor License since 1996 with no issues reported from the Police Department. Wal-Mart's request to have Sampling Privileges is not an uncommon request and is of a routine nature.

Financial Impact Statement:

None.

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):



CITY OF SURPRISE
Regular City Council Meeting

January 6, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date:	January 6, 2015	Contact Person:	Michael Boule, Public Works Department
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 approving an Intergovernmental Agreement between the City and ADOT related to the installation and maintenance of the Emergency Vehicle Pre-emption systems; Resolution 2015-02.

Motion:

I move to approve Resolution 2015-02.

Background:

The purpose of this Agreement is to authorize the City to install, and establish maintenance responsibilities for, emergency vehicle pre-emption (EVP) systems within the ADOT right-of-way within the Corporate boundaries of the City, in accordance with Traffic Engineering Policies, Guidelines and Procedures.

EVP systems allow the normal operation of traffic lights to be preempted. The most common use of these systems is to manipulate traffic signals in the path of an emergency vehicle, halting conflicting traffic and allowing the emergency vehicle right-of-way, to help reduce response times and enhance traffic safety. This agreement will allow the city to deploy and maintain EVP systems at the current and future ADOT signalized intersections.

Financial Impact Statement:

None at this time; however, topics covered in this work session could lead to future actions which may have a fiscal impact on city operations.

ATTACHMENTS:

Click to download

- ☐ [Presentation](#)
- ☐ [Resolution 2015-02](#)
- ☐ [ADOT IGA](#)

External Attachment Links:

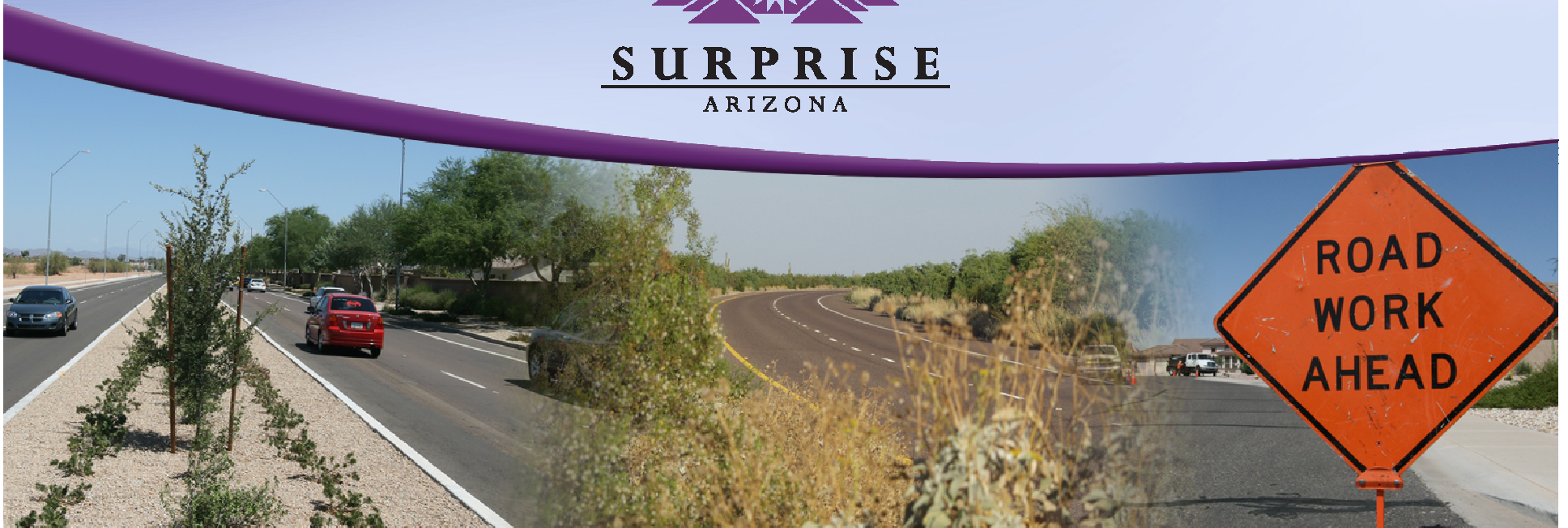
Meeting Requirements:

Powerpoint x Video White Board Other x

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

Emergency Vehicle Preemption IGA

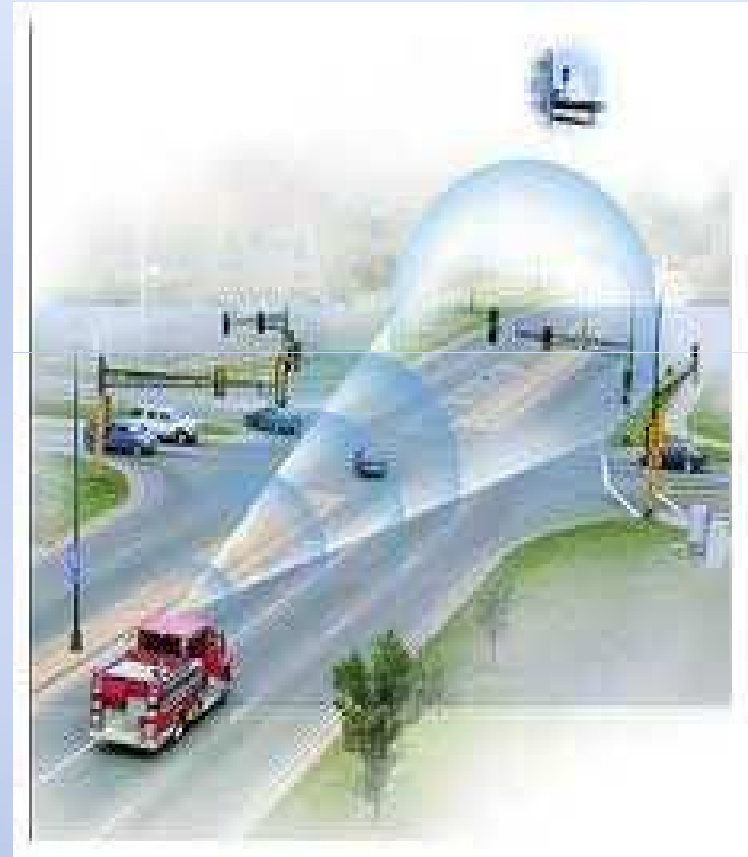
January 6, 2015
Public Works Department



EVP IGA



- IGA with ADOT for the installation and maintenance of Emergency Vehicle Pre-emption devices on existing and future ADOT traffic signals.
- SR 303 crossroads currently equipped with EVP.
- Still require ADOT ROW Permit



How does it work?



- EVP systems are designed to give emergency response vehicles a green light on their approach to a signalized intersection while providing a red light to conflicting approaches.



- As the emergency vehicle approaches a traffic signal, it is recognized by the traffic signal controller through light, radio waves, or sound.
- The normal green-yellow-and-red cycle can be interrupted to change the light to green.

The Importance

- Improve safety by reducing intersection crash rates up to 70%- USDOT/FHWA (Report No. FHWA-SA-07-015) Sept 2007
- Improve travel times to meet NFPA 1710 Fire Standards
- Expand serviceable area emergency vehicles cover to meet required response times
 - Reduce maintenance and impact on vehicle systems
- Reduce cost of fuel consumption

EVP Cost



- \$10,000 per intersection
- Minimal O&M costs
- Opportunities for Federal Funding
- Designed in to all developer build signals

RESOLUTION # 2015-02

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SURPRISE AND THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) PERTAINING TO THE INSTALLATION AND MAINTENANCE OF THE EMERGENCY VEHICLE PRE-EMPTION (EVP) SYSTEM WITHIN ADOT RIGHT-OF-WAYS WITHIN THE CITY OF SURPRISE.

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 to jointly exercise powers each possess;

WHEREAS, the City of Surprise desires to expand its EVP system to traffic signals within the ADOT right-of-way located within the boundaries of the City; and

WHEREAS, entering into an intergovernmental agreement in which ADOT grants this authority, and maintenance and ancillary responsibilities are allocated, is efficient and advantageous to the City.

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

Section 1. The Intergovernmental Agreement titled “Master Maintenance For EVP Traffic Signals” between the City of Surprise and ADOT is hereby approved.

Section 2. The Mayor and City Manager are authorized to execute any documents necessary to further the purposes of this Intergovernmental agreement with the Arizona Department of Transportation.

APPROVED AND ADOPTED this ____ day of _____, 2014.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney

ADOT File No.: IGA/JPA 14-0004765-I
AG Contract No.: P0012014003918
Project: EVP Traffic Signals
Section: Citywide
Federal-aid No.: N/A
ADOT Project No.: N/A
TIP/STIP No.: N/A
**CFDA No.: 20.205 - Highway Planning
and Construction**
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

MASTER MAINTENANCE FOR EVP TRAFFIC SIGNALS

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SURPRISE

THIS AGREEMENT is entered into this date, _____, 2015, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF SURPRISE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties."

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. The purpose of this Agreement is to authorize the City to install and establish maintenance responsibilities for emergency vehicle pre-emption (EVP) systems within the ADOT right-of-way within the Corporate boundaries of the City, in accordance with Traffic Engineering Policies, Guidelines and Procedures, number 624 (PGP 624), hereinafter referred to as the "Project".

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Issue, per established procedures of the State's Phoenix District Permit Office, an Encroachment Permit to authorize the City to install EVP systems on current, as well as future, traffic signals, as identified from time to time by the City, within ADOT's right-of-way within the corporate boundaries of the City.

b. Upon completion of construction and acceptance of the Project, provide maintenance for the Project in accordance with Traffic Engineering Policies, Guidelines and Procedures (PGP), number 624.

c. Issue, per established procedures of the State's Phoenix District Permit Office, a valid blanket Encroachment Permit for the routine/normal maintenance and emergency maintenance work to be provided by the City within the State's rights-of-way. Process any other Encroachment Permits that may be needed to work within the State's right-of-way to effectively meet the obligations set forth for the City in this Agreement. The State agrees all activities that are reasonably required to be performed by the City under this Agreement shall be set forth in and covered by the appropriate Encroachment Permit.

2. The City will:

a. Obtain an Encroachment Permit through the Phoenix Maintenance District Permit Office for the installation of each EVP system

b. Install and maintain all EVP systems in accordance with PGP 624.

c. Be responsible for maintaining a reasonable inventory of all associated EVP system components, including transmitters installed on fire trucks or ambulances; EVP system components located in the controller cabinet, any optical sensor devices, and an emitter for testing as needed and appropriate.

d. Be responsible for all costs associated with training traffic signal technicians.

e. Request and maintain, per established procedures of the State's Phoenix District Permit Office, a valid blanket Encroachment Permit for the routine/normal maintenance and emergency maintenance work provided by the City within the State's rights-of-way. Agree to obtain separate permits for any new construction and/or installations in accordance with the Phoenix District established procedures. The City agrees all activities performed by the City under this Agreement shall be set forth in and covered by the appropriate Encroachment Permit.

3. The Parties will:

a. Agree in the event that the system must be removed, the State will remove everything inside the cabinet and the City will remove equipment from the signal poles.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project. All maintenance obligations contained herein shall be perpetual, unless assumed by another competent agency. This Agreement may be cancelled at any time, upon thirty (30) days written notice to the other party. It is further understood and agreed that, in the event City cancels this Agreement the State will have no obligation to continue with the Project.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the maintenance, cost over-runs and claims. It is understood and agreed that the State's participation is confined solely to the fulfillment of responsibilities of the State as specifically set forth herein; and that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the City.

3. To the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all liability, costs and/or damage incurred by any of the above arising or resulting from the Agreement; and from any other liability, damage to any person or property whatsoever, which is caused by any activity, negligence, condition, misrepresentation, directives, instruction or event arising out of the performance or non-performance of any provisions of this Agreement by (a) the State, any of its departments, agencies, officers and employees, or its independent contractors; or (b) the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

4. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

5. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

6. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

7. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

8. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 09-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

9. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

10. In the event of any controversy which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

11. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401 and Title 34 of the Arizona Revised Statutes.

12. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007-3212
Fax: 602-712-3132

City of Surprise
City Engineer
16000 North Civic Center Plaza
Surprise, Arizona 95374
Phone 623-222-7000
Fax 623-222-6006

13. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF SURPRISE

STATE OF ARIZONA

Department of Transportation

By _____
SHARON WOLCOTT
Mayor

By _____
DALLAS HAMMIT, P.E
Senior Deputy State Engineer, Development

ATTEST:

By _____
SHERRY AGUILAR
City Clerk

IGA/JPA 14-0004765-I

ATTORNEY APPROVAL FORM FOR THE CITY OF SURPRISE

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF SURPRISE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2015.

City Attorney

EXHIBIT A

MASTER MAINTENANCE FOR EVP TRAFFIC SIGNALS

Location of Traffic Signals

1. US 60/Grand Avenue & Bell Road
2. State Route Loop 303 Crossroads: Bell Rd,;
Greenway Rd,; Waddell Rd.; Cactus Rd.; Peoria
Ave.



CITY OF SURPRISE
Regular City Council Meeting

January 6, 2015 @ 6:00:00 PM

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

Council Meeting Date:	January 6, 2015	Contact Person:	Eric Fitzer, 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 extension of term for an Intergovernmental Agreement between the City and Maricopa County related to HOME Investment Partnership Funding, extending the term to June 20, 2015; Resolution 2015-06.

Motion:

I move to approve Resolution 2015-06.

Background:

The City of Surprise requested and was awarded additional grant funding to complete Major Rehabilitation/Reconstruction activities under the HOME program as a member of the Maricopa County HOME Consortium. The intention of this activity is to provide decent and affordable housing to income qualified residents of Surprise. Each qualifying applicant must maintain this home as their primary residence during the agreement period, and if they fail to do so the pro-rated loan amount is due and payable. City of Surprise has been receiving HOME grant funding since 2007 under the condition that Surprise participate in a Consortium lead by Maricopa County to include several surrounding major cities and towns. On August 5, 2014 the City of Surprise was awarded \$124,800 to provide the above mentioned services. Due to unforeseen circumstances discovered in the field, the deadline of the Intergovernmental Agreement could not be met.

Financial Impact Statement:

According to the Intergovernmental Agreement, if the extension to the deadline is not granted, the City of Surprise will no longer have the ability to reimburse any fees associated with the project. Currently, there is an estimated \$15,000 in outstanding pre-construction and administrative costs that have not yet been reimbursed to the City of Surprise.

ATTACHMENTS:

Click to download

☐ [HOME Funding Agreement Amendment - Staff Report](#)

- ☐ [Exhibit A the HOME Funding Agreement Amendment - IGA \(Part 1\)](#)
- ☐ [Exhibit A the HOME Funding Agreement Amendment - IGA \(Part 2\)](#)
- ☐ [Exhibit B HOME Funding Agreement Amendment - Amendment to IGA](#)
- ☐ [Resolution 2015-06](#)

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

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

Eric Fitzer, Director



COMMUNITY DEVELOPMENT DEPARTMENT

Date: January 6, 2015

To: Mayor and City Council

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

Re: Intergovernmental Agreement

Introduction

The Neighborhood Services Division has been awarded \$124,800 for Fiscal Year (FY) 2014 from the U.S. Department of Housing and Urban Development (HUD) under the HOME program. Approval of the extension to the Intergovernmental Agreement with Maricopa County is necessary in order to complete the proposed project.

Background

The City of Surprise requested and was awarded additional grant funding to complete Major Rehabilitation/Reconstruction activities under the HOME program as a member of the Maricopa County HOME Consortium. The intention of this activity is to provide decent and affordable housing to income qualified residents of Surprise. Each qualifying applicant must maintain this home as their primary residence, during the agreement period, if they fail to do so the pro-rated loan amount is due and payable. City of Surprise has been receiving HOME grant funding since 2007 under the condition that Surprise participate in a Consortium lead by Maricopa County to include several surrounding major cities and towns. On August 5, 2014, City of Surprise was awarded \$124,800, to provide the above mentioned services; and a client was selected and work has begun, but due to unforeseen circumstances discovered in the field the deadline of the Intergovernmental Agreement could not be met. This extension allows for the completion of the project.

Previous Actions

Through the City's Annual Action Plan, HOME grant funds have previously been received for FY 2006-2014 through the HOME consortium and approved for the proposed activities including this Intergovernmental Agreement which requires an extension to the timeline.

Conclusion

By approving the extension to the Intergovernmental Agreement, the grant of \$124,800, will permit Neighborhood Services to continue and complete the eligible activity underway and the City of Surprise will not have to return any funds to Maricopa County.

Recommendations

Approve the extension to the Intergovernmental Agreement deadline.



Maricopa County

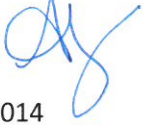
Human Services Department – Community Development Division

234 N. Central Ave.
3rd Floor
Phoenix, AZ 85004
Phone: 602-506-5911
Fax: 602-506-8789
TDD: 602-506-4802
www.hsd.maricopa.gov

Bruce Liggett
Director

MEMORANDUM

TO: Christina Ramirez, City of Surprise

FROM: Amy Jacobson 

DATE: September 8, 2014

SUBJECT: **EXECUTED CONSORTIUM AGREEMENT FY2014-2014 for \$124,744.19**

Enclosed for your files, find the fully-executed Maricopa HOME Consortium Agreement for FY2014-15 HOME funding from FY2011-2012 for up to three single-family home replacement projects in the City of Surprise.

If you have questions, please contact me at (602) 372-1528. We look forward to working with each of you.

c: File



INTERGOVERNMENTAL AGREEMENT



for services between

MARICOPA COUNTY

Administered by its

Human Services Department

and

City of Surprise



Contract Amount: \$124,744.19

Contract Start Date: July 1, 2014

Contract Termination Date: December 31, 2014

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

Program Number: C

CFDA Number: 14.239, HOME Investment Partnership Program

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

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

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

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

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

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

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

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

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

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

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

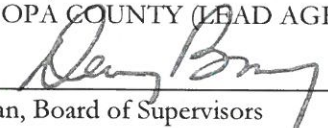
IN WITNESS THEREOF, the Parties have signed this Agreement:

Approved By:
SUBRECIPIENT


Authorized Signature

Aug. 13, 2014
DATE

Approved By:
MARICOPA COUNTY (LEAD AGENCY)


Chairman, Board of Supervisors

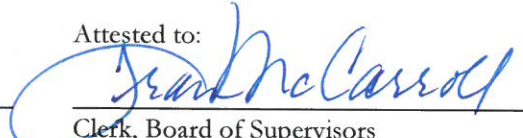
SEP 02 2014
DATE

Attested to:


City/Town Clerk

Aug. 14, 2014
DATE

Attested to:

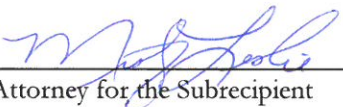

Clerk, Board of Supervisors

SEP 02 2014
DATE 073024

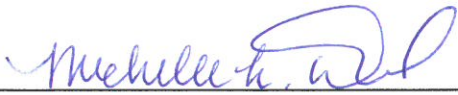
IN ACCORDANCE WITH A.R.S. §§ 11-952, 11-201, AND 11-251, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED DEPUTY COUNTY ATTORNEY, AND, IN ACCORDANCE WITH A.R.S. § 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY FOR SUBRECIPIENT ON BEHALF OF SUBRECIPIENT, AND, AS TO THEIR RESPECTIVE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

APPROVED AS TO FORM:

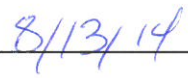
APPROVED AS TO FORM:



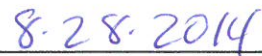
Attorney for the Subrecipient



Attorney for the Board of Supervisors



DATE



DATE

SECTION I

GENERAL PROVISIONS



Maricopa County
Human Services Department

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

B. DEFINITIONS

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

1. **Agreement** means this Contract for Services, which includes the General Provision, Special Provisions, Work Statement, Compensation, and all applicable attachments, exhibits, appendix, and any laws, rules, or regulations incorporated by reference.
2. **Assistant Director** means the Director of a specific Division within the Human Services Department.
3. **Board of Supervisors** means the Maricopa County Board of Supervisors.
4. **Contract Administrator** means the person administering this Agreement on behalf of the Department.
5. **Contract Specialist** means the liaison between the Department and the Subrecipient that is responsible for contract monitoring and technical assistance.
6. **County** means Maricopa County.
7. **Department** means the Maricopa County Human Services Department.
8. **Director** means the Director of the Maricopa County Human Services Department.
9. **Division** means a section of the Human Services Department.
10. **Fidelity Bond** means a bond to indemnify the Subrecipient against losses resulting from fraud or lack of integrity, honesty or fidelity of one or more employees, officers or other persons holding a position of trust.
11. **Intergovernmental Agreement** means an agreement entered between two or more public agencies for services, to jointly exercise any power common to them, or for joint or cooperative action to perform some or all of the services specified in their agreement as provided by A.R.S. § 11-952.
12. **Juvenile** means any person under the age of eighteen (18).
13. **Payment Bond** means a bond executed to assure payment as required by law of all persons performing work or providing materials in the execution of work provided in this Agreement.
14. **Performance Bond** means a bond executed to secure fulfillment of all of the Subrecipient's obligations under this Agreement.
15. **Program** means HOME subrecipients receive funds to carry out programs (e.g., downpayment assistance, homeowner rehabilitation, or tenant-based rental assistance programs, etc.), and not

Section I General Provisions

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

16. **Program Manager** means the Assistant Director of a Division of Human Services.
17. **Projects** means HOME subrecipients that will commit home funds to projects in their jurisdictions.
18. **Provider** means any Subrecipient and/or Subrecipient providing services required by this Agreement.
19. **Public Agency** has the meaning prescribed by A.R.S. § 11-951.
20. **Subcontract** means any contract entered into by a Subrecipient with a third party for performance of any of the work or provision of any of the services covered by this Agreement.
21. **Subrecipient** means a public agency to administer all requirements of the HOME program and is the person, firm or organization listed on the Cover Page of this Agreement.
22. **Vendor** means an entity funded through the Subrecipient to provide services required by the Work Statement.
23. **Work Statement** means the section of this Agreement that contains a description of services to be delivered pursuant to this Agreement.

C. GENERAL REQUIREMENTS

1. The terms of this Agreement shall be construed in accordance with Arizona law and the applicable regulations of the United States Department of Housing and Urban Development (HUD). Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa County, Arizona.
2. The Subrecipient shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.
3. The Subrecipient is independent in the performance of work and the provision of services under this Agreement and is not to be considered an officer, employee or agent of the County.
4. Subrecipient shall comply with the regulations prohibiting a conflict of interest, and not make any payments, either directly or indirectly, to any person, partnership, corporation, trust or other organization that has a substantial interest in Subrecipient's organization or with which Subrecipient (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Subrecipient has made full written disclosure of the proposed payments to the Department and has received written approval therefore. For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

D. ACCEPTANCE OF FUNDS

Section I General Provisions

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

E. AMENDMENTS

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

F. ASSIGNMENT AND SUBCONTRACTING

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

G. AVAILABILITY OF FUNDS

1. The provisions of this Agreement relating to the payment for services shall become effective when funds assigned for the purpose of compensating the Subrecipient, as provided herein, are actually available to the Department for disbursement. The Director shall be the sole authority in determining the availability of funds under this Agreement and the Department shall keep the Subrecipient fully informed as to the availability of funds.
2. If any action is taken by any State agency, federal department or any other agency or instrumentality to suspend, decrease or terminate its fiscal obligation under, or in connection with this Agreement, the Board of Supervisors may amend, suspend, decrease or terminate its obligations under or in connection with this Agreement. In the event of termination, the County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement. The Department shall give written notice of the effective date of any suspension, amendment, or termination under this section at least ten (10) calendar days in advance.

H. BUDGET ADJUSTMENTS

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

I. DISPUTES

1. Except as may otherwise be provided for in this Agreement, any dispute arising out of this Agreement that is not resolved between the Parties within a reasonable period of time, which shall not exceed one hundred twenty (120) days, shall be submitted in accordance with the following dispute resolution process.
2. Disputes must be in writing and filed with the Contract Administrator, if one has been appointed, or, if not, with the County Procurement Officer within ten (10) working days from the date the Subrecipient knew or should have known of the basis of the dispute. The Contract Administrator or County Procurement Officer, as applicable, shall respond in writing to the Subrecipient within fourteen (14) working days. The decision of the Contract Administrator or County Procurement

Section I General Provisions

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

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

J. **DEFAULT AND REMEDIES FOR NONCOMPLIANCE**

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

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

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

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

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

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

Section I General Provisions

- 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, COUNTY may suspend or terminate this Agreement if SUBRECIPIENT violates any term or condition of this Agreement or if SUBRECIPIENT fails to maintain a good faith effort to carry out the purpose of this Agreement.
5. COUNTY or SUBRECIPIENT may terminate this Agreement for convenience in accordance with 24 CFR § 85.44. Both Parties shall agree upon the termination conditions including the effective date of the termination. The party initiating the termination shall notify the other party in writing stating the reasons for such termination.

L. SEVERABILITY

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

M. STRICT COMPLIANCE

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

N. NON-LIABILITY

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

O. RECIPROCAL INDEMNIFICATION

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

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

P. TECHNICAL ASSISTANCE

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

Q. SINGLE AUDIT ACT REQUIREMENTS

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

R. AUDIT DISALLOWANCES

1. The Subrecipient shall, upon written notice thereof, reimburse the County for any payments made under this Agreement that are disallowed by a federal, State or County audit in the amount of the disallowance, as well as court costs and attorney's fees the County spends to pursue legal action relating to a disallowance. Court costs and attorney's fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.
2. If the County determines that a cost for which payment has been made is a disallowed cost, the Department will notify the Subrecipient in writing of the disallowance and the required course of action, which shall be at the option of the Department, either to adjust any future claim submitted by the Subrecipient by the amount of the disallowance or to require immediate repayment of the disallowed amount by the Subrecipient issuing a check payable to the County.

S. STAFF AND VOLUNTEER TRAINING

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

T. CLEAN AIR ACT

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

U. LOBBYING

1. No federal appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of

Section I General Provisions

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.

Section I General Provisions

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.

Section I General Provisions

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

Section I General Provisions

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.

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.

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

Section I General Provisions

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

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

Section I General Provisions

If this Agreement is with other than a Public Agency, the Subrecipient shall obtain all supplies to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost and pursuant to a system of written quotes whenever the price is expected to be greater than \$300, unless the Subrecipient obtains the Contract Administrator's prior written approval to purchase supplies by an alternate method.

3. Minority, Women and Small Business Enterprises

The Subrecipient shall take affirmative steps to provide an opportunity for minorities, women, and small businesses to compete in the procurement of equipment and supplies under this Agreement.

4. Bidding Procedures

If the Subrecipient is a Public Agency, the Subrecipient's own bidding procedures shall govern.

5. Funding source requirements relating to competitive bid procedures may supersede any or all subparts of this clause and will be specified in the Special Provisions Section of this Agreement.

PP. PROPERTY

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

QQ. IMMIGRATION REFORM AND CONTROL COMPLIANCE

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

RR. DRUG FREE WORKPLACE ACT

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

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

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

TT. STATUTORY RIGHT OF CANCELLATION

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

UU. EMPLOYMENT DISCLAIMER

This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind between the

Section I General Provisions

Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

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

VV. CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

The undersigned by signing and submitting this Agreement has the authority to certify the Subrecipient to the terms, representations and/or warrants of this Certification. The (put in name of the organization) ("Subrecipient"), defined as the primary participant in accordance with 45 C.F.R. Part 76, certifies to the best of its knowledge and belief that it and its principals:

- 1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 2 have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3 are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- 4 have not within a 3-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.
- 5 shall immediately notify the Department if, at any time during the term of this Agreement, it is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The Department may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.
- 6 shall not enter into a subcontract or sub-recipient agreement with a person or organization that is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The Department may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.

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

Section I General Provisions

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

WW. 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;
2. 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).

SECTION II

SPECIAL PROVISIONS



Maricopa County

Human Services

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, Community Development Division
5. **CD** means Community Development
6. **Admin Manual on CD** means Administrative Manual on Compact Disk produced by the Human Services Department/Community Development Division
7. **CDAC** means Community Development Advisory Committee
8. **BOS** means Maricopa County Board of Supervisors

C. STANDARDS

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

D. COMPLIANCE WITH LAWS, RULES & REGULATIONS

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

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

"LL Financial Management" is superseded in Special Provisions
"RR Governor's Executive Order No. 88-26" is deleted

F. AUDIT REQUIREMENTS

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

Audited financial statements prepared in accordance with federal single audit requirements; or,
Financial statements prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant.

G. SPECIAL FEDERAL AND PROJECT PROVISIONS

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

Section II Special Provisions

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

- a. Quarterly Program Income Report and Supporting Documentation due on the 25th of July, October, January and April.
 - b. Quarterly Progress Reports due on the 25th of July, October, January and April of the preceding three months (i.e. July report cover the months of April, May and June) and address all programs described in the scope of work. Failure to submit timely Quarterly Progress Reports (which include beneficiary information) will result in suspension of payment reimbursement requests until all reports are brought current. Rental activities quarterly reports are continually due for rental projects to ensure that all beneficiary data is regularly updated with beneficiary information during lease-up along with vacant unit reports. Within six months from the date of project completion, if a rental unit remains unoccupied, the Subrecipient must provide the County information about current marketing efforts and, if appropriate, an enhanced plan for marketing the unit so that it is leased as quickly as possible. Within 18 months from the date of project completion, if efforts to market the unit are unsuccessful and the unit is not occupied by an eligible tenant, HUD will require repayment of all HOME funds invested in the unit. A unit that has not served a low- or very low-income household has not met the purposes of the HOME program. Therefore, the costs associated with the unit are ineligible. This tracking provides the County with early notice of any units at risk of going unrented as described in §92.252.
 - c. Request for Payment Reimbursement on the County required form and must include all supporting documentation and have a Match Log and supporting documentation;
 - d. HOME Setup and HOME Completion Report;
 - e. MBE/WBE information; and
 - f. Other HUD-required reporting data as applicable shall be submitted.
2. PROGRAM INCOME: All income received from HOME Funds shall be considered program income and subject to the requirements set forth in HOME Program regulations. Program Income includes, but is not limited to: [1] payments of principal and interest on loans. Program Income may be retained and used by the SUBRECIPIENT subject to the following conditions: [1] program income shall be tracked by the SUBRECIPIENT and accounted for in a separate fund or account; [2] program income funds shall be expended for eligible program expenses before additional HOME Funds are requested; [3] documentation supporting the amount of program income received and expended shall be submitted quarterly to the County; and [4] a yearly program income log that states program income received and expended shall be submitted at the end of each fiscal year, June 30th. Program income that is not expended at the end of this Agreement shall be sent to the COUNTY in accordance with 24 CFR § 92.503 within 30 days of receipt.
3. 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.
4. DEOBLIGATION: The County may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances:
- a. The Subrecipient completes performance under the Scope of Work without using all funds provided by the County under this Agreement;
 - b. This Agreement expires all funds are expended and ;

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- c. The County original allocation was a loan and the Subrecipient paid the loan;
 - d. Cancelled or changed an Program required under the Work Statement for reasons other than non-performance;
 - e. This Agreement has otherwise been terminated. The County may deobligate funds under this Agreement under the foregoing circumstances upon written notice to the Subrecipient.
5. REDUCTION IN FUNDS: The County may reduce funds from the amount of the funding award evidenced by this Agreement, under the following circumstances: 1) The County determines that the Subrecipient failed to use the funds provided by the County under this Agreement in compliance with the terms and conditions outlined herein; or 2) the Subrecipient fails to perform in accordance with the performance obligations set forth in the Statement of Work and Project Schedule or the terms of this Agreement. The County may reduce funds under this Agreement under the foregoing circumstance upon written notice to the Subrecipient.
6. REPAYMENT OF FUNDS: Subrecipient agrees to repay funds provided under this Agreement in compliance with the terms of this Agreement or the requirement of applicable laws and regulations. The County may specify in writing, the terms of the repayment or alternative terms in lieu of repayment however in no case shall repayment or alternative terms be accomplished later than one hundred eight (180) days following the written determination of noncompliance by the County.
7. FUNDS REMAINING AT EXPIRATION: Upon expiration of the Agreement, the Subrecipient shall transfer to the County any unexpended funds advanced to the Subrecipient by the County under this Agreement.
8. ADMINISTRATIVE REQUIREMENTS: In accordance with federal regulations, including 24 CFR § 92 et seq., the COUNTY is responsible for ensuring the administration of HOME Program Funds in accordance with all program requirements.
- a. FINANCIAL RECORDS: SUBRECIPIENT accounting system and financial records shall comply with the applicable requirements and standards of OMB Circulars A-110, A-122, A-133 and 24 CFR Part 225. Such systems shall be subject to monitoring from time to time by the COUNTY or by HUD.
 - i. The SUBRECIPIENT agrees to adhere to accounting principles and procedures, to utilize adequate internal controls and maintain necessary source documentation for all costs incurred. The SUBRECIPIENT further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).
 - ii. SUBRECIPIENT is to adhere to applicable audit requirements as described and in accordance with OMB Circular A-133. In addition, all SUBRECIPIENTS must provide annual single-audit reports or annual audited financial statements to the COUNTY.
 - iii. SUBRECIPIENT is to adhere to the repayment of investment requirements set forth in 24 CFR § 92.503. Any HOME Funds invested in housing that does not meet the affordability requirements for the period specified in § 92.252 or § 92.254, as applicable, must be repaid in accordance with 24 CFR § 92.503(b)(3).
 - b. DOCUMENTATION AND RECORD KEEPING:
 - i. Records to be Maintained The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR § 92.508 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - 1. Records demonstrating that the SUBRECIPIENT is and remains a qualified SUBRECIPIENT;
 - 2. Records providing a full description of each projects undertaken and its impact;

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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.

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- vi. Performance Monitoring – The COUNTY shall monitor the SUBRECIPIENT to determine if HOME-funded activities are implemented and administered in accordance with all applicable federal requirements and gauge performance of the SUBRECIPIENT against goals and performance standards required herein. SUBRECIPIENT will prepare for monitoring and assure all required files and documentation are available at scheduled monitoring as set forth in the HOME Consortium Monitoring Current Practices. Failure of SUBRECIPIENT to administer, implement and perform as determined by federal regulations and COUNTY shall constitute non-compliance with this Agreement. Non-compliance is a violation of this Agreement and may result in the withholding of future payments.
 - vii. Policy/Administrative Manuals Use - SUBRECIPIENT agrees to be familiar with and comply with the policies/procedures established in the most recent Administrative Manual on CD. Noncompliance with the Administrative Manual on CD shall constitute a breach of contract.
9. ENVIRONMENTAL REVIEW CONDITIONS: Completion of the Environmental Review Record (ERR) is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as administration may be taken and reimbursed by the County prior to receiving a written release of HOME funds to the Subrecipient. Exempt activities described in § 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in an activity, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD and/or the County provides written authorization based on approval of an ERR.

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

- a. The SUBRECIPIENT agrees to comply with: the National Environmental Policy Act of 1969 (P.L. 91-190) pursuant thereto 40 CFR Parts 1500 – 1508; Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities pursuant thereto Title 24 CFR Part 58, Subpart A; CPD Notice 01-11 HOME Environmental Review Requirements and with all conditions required in the process of the environmental assessment.
- b. Air and Water - The SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this Agreement.
 - i. Clean Air Act, 42 USC § 7401, *et seq.*, as amended.
 - ii. Federal Water Pollution Control Act, as amended, 33 USC § 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308 and all regulations and guidelines issued thereunder.
 - iii. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
 - iv. SUBRECIPIENT agrees to comply with conditions set forth by the Air Quality Department or other COUNTY agency, as required.
- c. Flood Disaster Protection - In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC § 4001), the SUBRECIPIENT shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes. The homeowner must obtain and maintain flood insurance as a condition of funding, or funds may not be utilized.
- d. Historic Preservation - The SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC §

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

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

10. THE SUBRECIPIENT CERTIFIES:

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

11. ADDITIONAL CERTIFICATIONS, WARRANTIES, AND AGREEMENTS:

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

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- 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);

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

12. REGARDING SUBCONTRACTS AND VENDORS:

- a. Approvals – The SUBRECIPIENT shall not commit to any pre-Agreement costs or enter into any subcontract(s) with any agency or individual in the performance of this Program without the Release of Funds (ROF) from the COUNTY prior to the execution of such Agreement.
- b. Selection Process – The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement are awarded on a fair and open competitive basis. Executed copies of all subcontracts shall be forwarded to the COUNTY along with documentation, if requested concerning the selection process.
- c. Section 3 of the Housing and Urban Development Act of 1968 – The SUBRECIPIENT shall include the Section 3 clause in every subcontract and shall take appropriate action pursuant to the subcontract upon a finding that the vendor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT shall not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR § 135. The Subrecipient has the responsibility of determining Section 3 eligibility.
- d. Monitoring – The Subrecipient shall monitor/review all subcontracted services on an annual basis to assure contract compliance. Results of monitoring efforts shall be summarized in Quarterly Progress Reports and supported with documented evidence, if requested, of follow-up actions taken to correct areas of noncompliance.

13. THE COUNTY CERTIFIES:

- a. That the public purpose is served by the financial participation of the COUNTY in the Statement of Work.
- b. That the HOME Program funds designated for the Statement of Work constitutes reasonable and prudent assistance necessary for completion of the Program.

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

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

Following the receipt and approval of the Completion Report for each activity, the County will notify the Subrecipient in writing that each activity is closed.

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14. FAILURE TO MAKE PROGRESS Failure of the Subrecipient to make progress according to the Schedule of Completion may result in contract termination, deobligation of funds or recapture of funds. Subrecipient agrees to meet with the County at the site in which the funded activity is taking place to discuss progress and allow the County to provide technical assistance if:

- a. The Subrecipient fails to begin work on its Environmental Review pursuant to section 5 within sixty (60) calendar days from the date the County executes this Agreement;
- b. The Subrecipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the execution date of this Agreement.
- c. The County will terminate any Agreement and recapture funds from the same Agreement in which the Subrecipient does not commence any of the activities described in the Statement of Work or fails to expend any funds in accordance with the Compensation within one-hundred eighty (180) calendar days from the full execution dated of this Agreement. The County in its sole discretion may forgo providing technical assistance and recapture funds as outlined in this Agreement under Section I hereof and/or terminate Agreement for cause pursuant to Section I of this Agreement.

15. GENERAL CONDITIONS:

- a. It is expressly understood by the parties hereto that this Agreement has been negotiated and executed in anticipation of receipt of funds by the County from HUD pursuant to the HOME Program and that therefore, the terms, conditions and sums payable under this Agreement are subject to any changes or limitations which may be required by HUD and the HOME Program regulations. Notwithstanding any other provisions of this Agreement, any payment to SUBRECIPIENT by County under this Agreement is contingent upon the actual receipt of funds from HUD.
- b. Both parties acknowledge that no member of the governing body, nor any employee of the County who exercises any functions or responsibilities in connection with the carrying out of the activity to which this Agreement pertains, has any personal interest direct or indirect in this Agreement.
- c. The County may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations and in compliance with the procedures in the Administrative Manual on CD. Such amendments shall not invalidate this Agreement nor relieve or release the County or Subrecipient from its obligations under this Agreement. Amendments shall be filed with the original Agreement.
- d. Changes – The County may, at any time, by written order, make changes within the general scope of this Agreement in any one or more of the following areas:
 - i. Scope of Work activities reflecting changes in Federal, State, County or local regulations, policies or requirements;
 - ii. Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by HUD or local regulations, policies or requirements. It is the responsibility of the SUBRECIPIENT to ensure the latest documents are consulted and followed.
 - iii. Increase/decrease Agreement funding per Consortium/CDAC/BOS policies.
- e. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- f. SUBRECIPIENT agrees to be familiar with, update as necessary, and comply with the policies/procedures established in the most recent CDAC/BOS Manual and all provisions in the most recent Administrative Manual on CD. Non-compliance with the Administrative Manual on CD shall constitute a breach of contract.
- g. SUBRECIPIENT agrees to give all notices and comply with all laws, ordinances, and rules, building codes, regulations and lawful orders of any public authority bearing on the

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performance of activities pursuant to this Agreement. If the SUBRECIPIENT observes that any of the Agreement documents are in conflict with any laws, statutes, building codes and/or regulations, it shall promptly notify the County, in writing, and any necessary changes shall be accomplished by appropriate written modification.

- h. Should the SUBRECIPIENT perform any work knowing it to be contrary to applicable laws, ordinances, rules, building codes and/or regulations, it shall assume full responsibility, therefore, and shall bear all cost incurred due to its negligence. Any dispute not disposed of by mutual agreement by the parties hereto shall be decided in accordance with the applicable Arizona laws, ordinances, and codes of the state and local governments.
- i. Acknowledge the contribution of the Maricopa Urban County HOME Program in all published literature, brochures, programs, flyers, etc., during the term of the Agreement.
- j. Execute and abide by Certifications mandated by HOME Program requirements as listed in HOME CERTIFICATIONS.

16. 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 (Attachment III) relating to the HOME Program to the County. A written letter of intent to terminate must be submitted to the County a minimum of 30 days prior to termination of Agreement.

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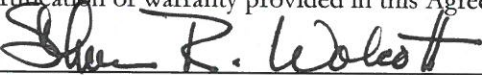
SUBRECIPIENT HOME CERTIFICATION

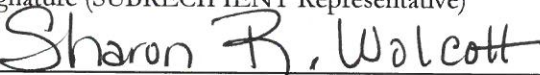
In accordance with the provisions of the Home Investment Partnerships Act and with 24 CFR 92.150 of the Home Investment Partnership Program Rule, the SUBRECIPIENT certifies that:

- (A) Before committing any funds to a activity, the SUBRECIPIENT will evaluate the activity in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;
- (B) The SUBRECIPIENT will only utilize HOME funds to pay for eligible activities and costs of those activities permitted in 24 CFR 92.205 through 92.209 and not specifically prohibited under 92.214.
- (C) The SUBRECIPIENT understands tenant-based rental assistance is an element of the Consolidated Plan. However, tenant-based rental assistance must be approved as part of an original application for project funding.
- (D) The submission of the program description is authorized under State and local law (as applicable), and that the SUBRECIPIENT possesses the legal authority to carry out the Home Investment Partnership (HOME) Program, in accordance with the HOME regulations;
- (E) The SUBRECIPIENT will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations and the requirements of 24 CFR 92.353;
- (F) The SUBRECIPIENT will use HOME funds pursuant to its Consolidated Plan(s) approved by the U.S. Department of Housing and Urban Development HUD and all requirements of 24 CFR Part 92;
- (G) The SUBRECIPIENT will provide a drug-free workplace by:
 - 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 2. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The participating jurisdiction's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
 - 4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 5. Notifying the County in writing, within ten calendar days after receiving notice under paragraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - 6. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph 4(b), with respect to any employee who is so convicted

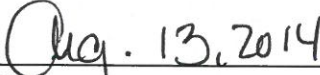
Section II Special Provisions

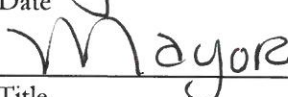
- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency.
 - 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.
- (H) To the best of its knowledge and belief:
- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the County, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant, loan, or cooperative agreement;
 - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant, loan, or cooperative agreement, the SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and
 - 3. The SUBRECIPIENT will require that the language of paragraph (F) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and agreements under grants, loans, and cooperative agreements) and that all Vendors shall certify and disclose accordingly.
- (I) The SUBRECIPIENT shall, upon proper notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, its employees, officials, successors, assigns, subrecipients, or vendors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.



Signature (SUBRECIPIENT Representative)


Printed/Typed Name



Date


Title

Section II Special Provisions

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.

Sharon B. Wolcott
Signature/Authorized City Official
Sharon B. Wolcott
Printed/Typed Name
City of Surprise
City Name

Aug. 13, 2014
Date

Title

Section II Special Provisions

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings); or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

The certification with regard to the drug free-workplace is required by 24 CFR Part 24, subpart F.

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:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent subrecipients not on the grantee's payroll; or employees of SUBRECIPIENTS or vendors in covered workplaces).



**Maricopa County Human Services Department
HB2008 Working Procedures
January 2010**

The Arizona State Legislature passed HB2008 (ARS § 1-501 and § 1-502) which states that public benefits shall only be provided to eligible applicants who are citizens of the United States, or are Qualified Non-Citizens. Therefore:

- All applicants authorized to receive public benefits must provide documentation of their lawful presence in the United States through a verification process.
- All eligible applicants must also execute a sworn affidavit stating that the documentation provided during the verification process to prove citizenship or qualified non-citizen is true.
- Employees of Maricopa County and its subcontracted entities are required to report "discovered violations" of federal immigration law.

Maricopa County Human Services Department (MCHSD) is committed to administering the new law completely and fairly. This set of procedures and forms establishes policy for all employees and subcontracted Community Action Program (CAP) agencies to follow.

The public benefits that have been identified by the funding sources as services subject to this requirement include:

- Neighbors Helping Neighbors (NHN)
- Short Term Crisis Services/TANF (STCS/TANF)
- Low Income Home Energy Assistance Program (LIHEAP) (including weatherization)
- Department of Energy (DOE) Weatherization
- Arizona Department of Housing/Housing Trust Fund (ADOH/HTF)
- Housing and Urban Development (HUD) Emergency Shelter Grant Program (ESGP)
- Housing and Urban Development (HUD) Homeless Prevention & Rapid Re-Housing Program (HPRP)

The law requires that MCHSD employees and subcontracted agencies perform three distinct steps prior to providing services to authorized or eligible applicants for these specified funded services. Those key steps are:

1. Request evidence of U.S. citizenship and/or immigration status of the authorized or eligible applicant or child if STCS/TANF.
2. Require eligible applicants to execute a sworn affidavit stating the documentation provided is true.
3. Report violations of Federal Immigration law to the Federal Immigration Authorities

It is very important that all employees and vendors strictly follow this policy in all cases. HB2008 (ARS § 1-501 and § 1-502) contains serious penalties for non-compliance with the Law. Failure to report suspected violations of Federal Immigration Law by an employee is a Class 2 misdemeanor. If that employee's supervisor knew of the

Section II Special Provisions

failure to report and failed to direct the employee to make the report, the supervisor is also guilty of a Class 2 misdemeanor.

Each subcontracted agency is also responsible for developing their own procedures to ensure compliance with ARS § 1-501 and § 1-502 and A.R.S. § 46-140.01. The vendor agency may need to be advised by their legal counsel. If these differ from those established by MCHSD, MCHSD must be notified of and approve these procedures prior to their implementation.

The following procedure is a "work in progress." The procedure may change as interpretations of HB2008 (ARS § 1-501 and § 1-502) are updated. The following procedure is required by MCHSD.

Procedures

These are the requirements that authorized or eligible applicants for MCHSD funded services must fulfill in order to qualify to receive a specifically funded service.

1. Evidence of U.S. citizenship and/or immigration status of the authorized or eligible applicant (or child if STCS/TANF) must be provided.
2. Eligible applicants must execute a sworn affidavit stating the documentation provided is true.

These procedures must be followed for MCHSD funded services that are governed by HB2008 (ARS § 1-501 and § 1-502) specifically, the following fund sources:

- Neighbors Helping Neighbors (NHN)
- Short Term Crisis Services/TANF (STCS/TANF)
- Low Income Home Energy Assistance Program (LIHEAP) (including weatherization)
- Department of Energy (DOE)
- Housing and Urban Development (HUD) Emergency Shelter Grant Program (ESGP)
- Housing and Urban Development (HUD) Homeless Prevention & Rapid Re-Housing Program (HPRP)
- Arizona Department of Housing/Housing Trust Fund (ADOH/HTF)

If the funding source is not listed, then the requirements in HB2008 do not apply to the funding source.

Evidence Of U.S. Citizenship Or Lawful Presence

The fund sources differ in the acceptable documents that can be used to demonstrate lawful presence. Therefore these are listed separately below.

SECTION III

WORK STATEMENT

Contract # C-22-



Maricopa County

Human Services

SECTION III WORK STATEMENT

**MARICOPA COUNTY
HOME Investment Partnership Program
FY 2013-2014**

Date: July 1, 2014 DUNS: # 021648936

Agency: City of Surprise

Program Year: HOME Funding from FY2011-2012 (\$124,744.10)

Activity: Single Family Replacement/reconstruction

Type of Property: Single Family home

Describe the Scope of Work:

Complete one to three home replacement/reconstruction projects that will be constructed within Surprise, Arizona.

Consolidated Plan – Describe goals to be addressed:

Home replacement/reconstruction is the goal that will be addressed during this project.

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

An environmental review will need to be completed for a home replacement to be constructed within the City of Surprise. Council approval will be sought as required.

Priority rated in the Consolidated Plan:

☒ High ☐ Medium ☐ Low

SECTION III WORK STATEMENT

A. OBJECTIVES AND OUTCOMES (Check appropriate box below.)

OBJECTIVE	OUTCOMES		
	AVAILABILITY/ ACCESSIBILITY	AFFORDABILITY	SUSTAINABILITY
DECENT HOUSING	☒ Single Family Housing Rehab and Emerg. Rehab, Homebuyer Assistance	☐ Homebuyer Activities, Acq/Rehab if rental housing, Acq/New Construction of rental housing, Preservation of existing public housing units and TBRA, Expansion of assisted rental units in the private marketplace	☐ Housing Activities in a targeted revitalization area

B. LOGIC MODEL: PERFORMANCE INDICATORS

INPUTS/RESOURCES	OUTPUTS		OUTCOMES	OBJECTIVES
	ACTIVITIES	PARTICIPATION		

C. SITE INFORMATION

The municipality will waive any permit or building fees to facilitate this construction?

☐ Yes ☒ No ☐ N/A This site is currently under control in the form of (check all that apply):

☒ Deed ☐ Purchase ☐ Lease ☐ Purchase

☐ Agreement to

Will the project result in the demolition or change in use of any existing low-income housing units?

☒ Yes ☐ No ☐ N/A If yes explain:

Will this property contain temporary relocation? ☒ Yes ☐ No If yes explain: Existing home will be demolished causing the residents to be displaced.

Will the property require lead based paint abatement? ☒ Yes ☐ No If yes explain: Only if applicable depending on year of home.

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

SECTION III WORK STATEMENT

Complete the table below only if the Activity will specifically set-aside units for a priority population. Set-asides will be enforced through contract provisions.

Priority Populations	No. of Units
Elderly	
Physically Disabled	
Other Priority Populations: Homeless	

E. PERFORMANCE REPORTING - GOALS:

Project Completion date: December 31, 2014

TIMELINE OF ACTIVITIES

<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	11/28/2014	12/31/2014
Walkthrough/Move in	12/31/2014	12/31/2014
Contract Expiration	12/31/2014	12/31/2014

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:

Homeowner will have a 20 year affordability period. During this 20 year period random inspections will be made to the property to ensure contract agreements are not being violated.

SECTION III WORK STATEMENT

G. ACTIVITY BUDGET SUMMARY:

<u>HOUSING COSTS</u>	TOTAL COST \$	<u>FY 12</u> <u>HOME \$</u>	Source #1 <u>Other:</u>	Source #2	MATCH
Demo/New Construction		\$124,744.19			
TOTAL					
TOTAL					
GRAND TOTAL			\$124,744.19		

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	\$31,186		\$31,186
TOTALS				

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

SECTION III WORK STATEMENT

J. PROGRAM INCOME:

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

K. COST OVERRUNS

If there are any cost overruns funds will be released from other HOME grant year allocations.

SECTION IV

COMPENSATION



Maricopa County

Human Services

SECTION III WORK STATEMENT

A. COMPENSATION

Subject to the availability and authorization of funds for the explicit purposes set forth below, County will pay the SUBRECIPIENT compensation for services rendered as indicated in the following subsections.

B. METHOD OF PAYMENT

SUBRECIPIENT agrees to submit monthly reimbursement requests utilizing the approved Reimbursement Request Form (Attachment B) to County unless monthly expenditures for the activity do not exceed One Thousand Dollars (\$1,000.00). County agrees to reimburse SUBRECIPIENT for actual allowable costs incurred, upon certification of Release of Funds and submittal by SUBRECIPIENT of an itemized statement of actual expenditures incurred, supported by appropriate documentation. Reimbursement by County is not to be construed as final in the event that HUD disallows reimbursement for the Program or any portion thereof.

C. REIMBURSEMENT

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

D. RELEASE OF FUNDS (ROF)

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

SECTION IV COMPENSATION

Attachment B

REIMBURSEMENT REQUEST FORM

MARICOPA COUNTY HUMAN SERVICES DEPARTMENT
HOME INVESTMENT PARTNERSHIPS PROGRAM

Invoice Date:
CONSORTIUM MEMBER: City of Surprise
CM Address: 16000 N. Civic Center Plaza
City/Zip: Surprise, AZ 85374

FOR MCHSD USE ONLY			
ALLOCATION 11/12 \$	124,744.19		
PRIOR YEAR FUNDS			
ENCUMBRANCE \$	-	EXPENDED	0
BALANCE \$	124,744.19	BALANCE \$	124,744.19

FISCAL YEAR GOAL: Acq/Demo/New Const \$124,744.19 total

ACCOMPLISHMENTS:

FY 2011/12

ENCUMBRANCE DEADLINE and EXPENDITURE DEADLINE December 31, 2014

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									
	FY12/13 Allocation	\$ 118,506.99			\$ 118,506.99	\$ -			
					\$ -				
	SUB TOTAL	\$ 118,506.99	\$ -	\$ -	\$ 118,506.99				
Admin									
	Admin	\$ 6,237.20			\$ 6,237.20				
	SUB TOTAL	\$ 6,237.20	\$ -	\$ -	\$ 6,237.20				
	TOTALS	\$ 124,744.19	\$ -	\$ -	\$ 124,744.19	\$ -	\$ -		\$ -



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 this amendment:

1. Is retroactive to January 1, 2015.
2. Extends the contract end dates from December 31, 2014 to June 30, 2015.
3. Revises Section III. Work Statement paragraph E. Performance Reporting Goals as follows:

E. PERFORMANCE REPORTING - GOALS:

Project Completion date: June 30, 2015

4. 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 submitted to and approved by the Maricopa 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

APPROVED BY:
MARICOPA COUNTY

Authorized Signature

Denny Barney
Chairman of the Board Signature

Date: _____

Date: _____

Office for Research and Sponsored Projects
Administration

Attested To:

BY: _____

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: _____

BY: _____

Legal Counsel for Maricopa County

Date: _____

Date: _____

RESOLUTION # 2014-06

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2015 INTERGOVERNMENTAL AGREEMENT BY EXTENDING THE DEADLINE DUE DATE TO JUNE 30, 2015. THIS IS DUE TO AN INTERGOVERNMENTAL AGREEMENT FOR SUBRECIPIENT ALLOCATION OF HOME INVESTMENT PARTNERSHIP FUNDS BY THE MARICOPA COUNTY CONSORTIUM.

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, City of Surprise 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, 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, this IGA expenditure deadline will be extended to June 30, 2015.

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

Section 1. The approved Intergovernmental Agreement between the City of Surprise and Maricopa County is attached as *Exhibit A*, for review.

Section 2. The amendment to 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 the behalf of the City.

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

January 6, 2015 @ 6:00:00 PM

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

Council Meeting Date:	January 6, 2015	Contact Person:	Karl Zook and Suneel Garg, Public Works Department
Submitting Department:	Public Works	District:	1
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 City and ADOT regarding the installation of conduit along State Route 303 (SR303); Resolution No. 2015-05.

Motion:

I move to approve Resolution 2015-05.

Background:

ADOT has programmed for the design and construction to widen State Route 303 to a six (6) lane divided freeway. The proposed work will reconstruct SR 303 from approximately 4,300 feet north of US 60 Grand Avenue to Happy Valley. ADOT is following a Design Build process in order to expedite this effort.

In conjunction with ADOT's widening of the SR 303, the City is requesting ADOT to include the design and construction of a City designated 3 inch Intelligent Transportation System (ITS) Conduit. The installation of this conduit will connect to ITS conduit that was installed as part of the Mountain View to Grand Avenue phase of SR303.

Remainder of funds are planned for final project costs reconciliation determined by ADOT at the close of construction.

Financial Impact Statement:

This is a non-growth project in the General Capital fund for the enhancements along SR303 (Mtn. View to Grand Ave) project (21506). The amended budget for this FY2015 project is \$175,000.

ATTACHMENTS:

Click to download

- ☐ [Presentation](#)
- ☐ [Resolution 2015-05](#)

☐ [IGA+ Exhibit A](#)

☐ [MAP](#)

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

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

Suneel Garg

IGA for Conduit Installation State Route 303 Grand Avenue to Future Litchfield Road

January 6, 2015
Public Works Department

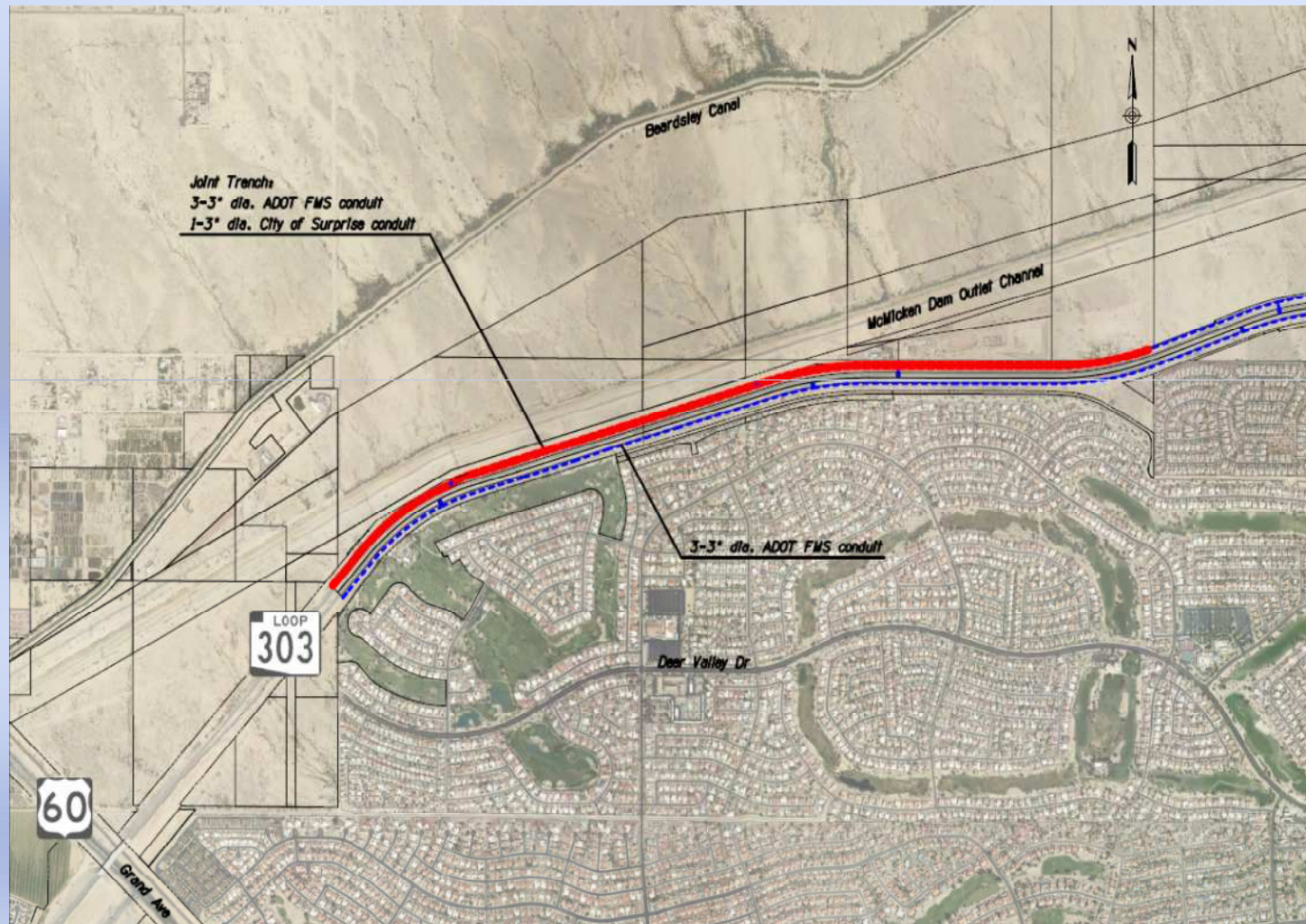


SR303 IGA Conduit Installation



- Intelligent Transportation System (ITS) Conduit installation one 3 inch conduit in the same trench as ADOT, ITS conduit.
- Future connections along SR303 corridor and Grand Avenue.
- Estimated city cost \$46,210.
- Resolution 2015-05 an IGA with ADOT to include City of Surprise item as part of SR303 construction.
- Construction timeline winter 2014 to summer 2015.

SR 303 IGA



RESOLUTION # 2015-05

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SURPRISE AND THE ARIZONA DEPARTMENT OF TRANSPORTATION PERTAINING TO PLACEMENT OF ONE THREE INCH CONDUIT ALONG STATE ROUTE (SR) 303L FROM US60 (GRAND AVENUE) TO EAST CITY LIMIT(LITCHFIELD ROAD)

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 to jointly exercise powers each possess;

WHEREAS, the parties desire to enter into this agreement so the State can design and construct one three inch conduit for future fiber optics along State Route (SR) 303L from US 60 Grand Avenue to East City Limit, the ("Project") ; and

WHEREAS, the City of Surprise is responsible for the costs of design and construction involved in this project for an estimated \$46,210.00.

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

Section 1. The Intergovernmental Agreement between the City of Surprise and ADOT for the Project is hereby approved.

Section 2. Mayor and City Manager are authorized to execute any documents necessary to further the purposes of this Intergovernmental agreement with the Arizona Department of Transportation.

APPROVED AND ADOPTED this ____ day of _____, 2015.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney

ADOT File No.: IGA/JPA 14-0004724I
AG Contract No.: P0012014XXXXXX
Project: SR 303L-US 60 to Happy Valley
Parkway
Section: SR303L, US 60 Happy Valley
Hwy.
(Reconstruction)
Federal-aid No.: 303-A(220)T
ADOT Project No.: H689601C
TIP/STIP No.: DOT 13-171
**CFDA No.: 20.205 - Highway Planning
and Construction**
Budget Source Item No.: 46213

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF SURPRISE

THIS AGREEMENT is entered into this date _____, 2014, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF SURPRISE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The State will utilize a Design Build delivery method for the design, and construction of improvements along State Route (SR) 303L from the US 60 to Happy Valley Parkway. The proposed work will reconstruct SR 303L to a six (6) lane divided highway from approximately 4,400 feet north of US 60 Grand Ave to approximately 2,200 feet south of Happy Valley Parkway. The work, collectively, hereinafter is referred to as the 'Project'. A lump sum cost of **\$46,210.00** at the City's expense is shown in Exhibit A; including back-up Exhibits attached and made a part of the Agreement. The City is responsible for the agreed upon cost of **\$46,210.00** for construction costs associated with the Project for the following City requested items.

- a. The installation of approximately 11,150LF of one (1) 3-inch conduit in the State's FMS trench for the City's future intelligent transportation system (ITS) along the side of the SR 303L highway, 4,400 feet north of US 60 (Grand Avenue) to the north City limit approximately at Litchfield road.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

- a. Upon execution of this Agreement, be the designated agent for the City.
- b. Upon execution of this Agreement and prior to Project advertisement, invoice the City for a total amount of **\$46,210.00**, for the construction costs associated with the City's requested upgrades referenced in I. 3a above. Project costs will include fixed percentage rates shown on Exhibit A. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual design review and construction costs.
- c. The State will enter into a contract(s) with a firm(s) to whom the award is made for the design and construction of the Project, administer contract(s) for the Project and make all payments to the contractor(s).
- d. Conduct monthly Project progress meetings. Prepare and provide Project Documents to the City for review and comment. Confer with the City on any Project related modifications. Upon concurrence with the City, incorporate same into the State's design plans.
- e. Coordinate with the City for routine inspection on the installation of items that shall be paid for and maintained by the City. Provide City with 100% Plans, Specifications and Estimates (PS&E), final contractor pay estimate and final as-builts on a CD/DVD.
- f. Be granted, without cost requirements, the right to enter City right-of-way as required to conduct any and all construction and pre-construction related activities for said Project, including without limitation, temporary construction easements or temporary rights of entry on to and over said rights-of-way of the City.
- g. Upon completion of the Project notify the City and coordinate the final inspection and walk through with the City to confirm that the Project has been performed, completed, accepted and paid for in accordance with the requirements of the Project plans and specifications.
- h. Invoice the City if any additional design and construction changes are requested by the City after the Project has been awarded, which will include a fixed rate of 10% for the State's design, review and administration costs, and the State will either invoice or reimburse the City for the difference between estimated and actual costs of the Project.
- i. Grant or confirm, per established procedures of the State's Phoenix Maintenance District Permit Office that the City has a valid annual City-wide Blanket Permit on file, for routine/normal and emergency maintenance work provided by the City within the State's rights-of-way. Comply with all applicable permit and Certificate of Insurance requirements. Agree any new construction or installation shall require a separate permit through the State's Phoenix Maintenance District Permit Supervisor, as per the Phoenix Maintenance District's established procedures.

2. The City will:

- a. Upon execution of this Agreement, designate the State as authorized agent for the City for this Project.
- b. Upon execution of this Agreement, within thirty (30) days of receipt of an invoice, pay the State a total of not to exceed **\$46,210.00** for the construction costs associated with the City's requested upgrades referenced in I. 3 a above. Project costs will include fixed percentage rates shown on Exhibit A.

c. Attend monthly Project progress meetings, review the design documents required for construction of the Project and provide comments to the State within five (5) days or the date specified by the Project Manager.

d. Not permit or allow any encroachments upon or private use of the public right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.

e. Grant to the State, its agents and/or contractors, without cost, the right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities for the Project, including without limitation, temporary construction easements or temporary rights of entry on, to and over City rights-of-way.

f. Upon completion of the Project, assume maintenance responsibility, of City ITS infrastructure located in the State's right-of-way at its sole expense.

g. Bear all costs associated with any future relocation or removal of the City ITS infrastructure located in the State's right-of-way.

h. Be responsible for any Consultant or contractor claims for extra compensation caused by or attributable to the City. Pay the State within thirty (30) days of receipt of an invoice, if applicable.

i. Upon notification from the State that the Project is complete, attend a final walk through with the State for concurrence of the construction activities in accordance with the requirements of the Project plans and specifications.

j. Be responsible for all costs for any additional design and construction changes requested by the City after the Project has been awarded, which will include a fixed rate of 10% for the State's design, construction, review and administration costs for the Project. Pay the State within thirty (30) days of receipt of an invoice, if applicable.

k. Obtain per established procedures of the State's Phoenix Maintenance District Permit Office, a valid annual Citywide Blanket Permit for the routine/normal maintenance and emergency maintenance work provided by the City within the State's rights-of-way. Comply with all applicable permit and Certificate of Insurance requirements. Agree, any new construction or installation shall require a separate permit as per the Phoenix Maintenance District's established procedures, of which may be obtained through the Phoenix Maintenance District Office referenced herein.

l. Comply with the Manual on Uniform Traffic Control Devices (MUTCD) (latest edition as published by the Federal Highway Administration (FHWA)) and the Arizona Supplement, as per Arizona Revised Statutes § 28-641, during all maintenance operations conducted by the City on State Highway rights of way. Traffic Control plans will be reviewed and/or approved by and through the Arizona Department of Transportation (ADOT) Phoenix Maintenance District Permits Office.

m. Upon completion of the Project, be responsible for providing the following, consistent with the City's maintenance levels.

1. Maintenance and repair of the following Freeway Management System(FMS) infrastructure for the City's future use: 1) 3-inch conduit along the south bound SR 303L freeway, 4,400 feet north of US 60 (Grand Avenue) to the city limit at Litchfield Road.

n. Be responsible for the installation (pulling) of fiber through the conduit and connection to the City's ITS and all costs associated therewith. Upon connection and energizing, be responsible for all electric power and maintenance associated with the City's ITS.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project, including related deposits and/or reimbursements. Any provisions for maintenance/electrical power and/or landscaping maintenance shall be perpetual by the City. This Agreement may be cancelled at any time prior to advertisement of the project construction contract, upon thirty (30) days written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the City will be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that should the City terminate this Agreement; the State shall in no way be obligated to maintain said Project.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims.* It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all liability, costs and/or damage incurred by any of the above arising or resulting from this Agreement; and from any other liability, damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non-performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of construction and construction engineering work under this Agreement is to be covered by the federal funds set aside for this Project, up to the maximum available. The City acknowledges that the eventual actual costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by the federal government as eligible for federal funds. Therefore, the City agrees to pay the difference between actual costs of the Project and the federal funds received.

4. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

5. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.

6. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

7. The City acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Entities that expend \$500,000.00 or more (prior to 12/26/14) and \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit. Either an electronic or

hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine (9) months of the sub recipient fiscal year end.

ADOT – FMS
Attn: Cost Accounting Administrator
206 S 17th Ave. Mail Drop 204B
Phoenix, AZ 85007
SingleAudit@azdot.gov

8. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

9. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

10. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

11. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

12. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

13. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

14. The Parties shall comply with the applicable requirements of Arizona Revised Statute § 41-4401.

15. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

16. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

City of Surprise
Attn: Suneel Garg, PE
Civil Engineer, PWD
16000 North Civic Center Plaza
Surprise, Arizona 95374
623 222-6130
623 222-6006 Fax
Suneel.Garg@Surpriseaz.gov

17. In accordance with Arizona Revised Statutes § 11-952(D) attached hereto and incorporated herein is the written determination of each Party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF SURPRISE

STATE OF ARIZONA

Department of Transportation

By _____
SHARON WOLCOTT
Mayor

By _____
DALLAS HAMMIT, P.E.
Senior Deputy State Engineer, Development

ATTEST:

By _____
SHERRY AGUILAR
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF SURPRISE

I have reviewed the above-referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF SURPRISE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2014.

City Attorney

Exhibit A

PROJECT NUMBER: H6896 01C

FNF JOB NUMBER: 01588

F.A./C.O. NUMBER:

DESCRIPTION: Additional 3" Conduit for COS

DATE: 29-Aug-14

[illegible]



Beardsley Canal

McMicken Dam Outlet Channel

Joint Trench:
3-3" dia. ADOT FMS conduit
1-3" dia. City of Surprise conduit

3-3" dia. ADOT FMS conduit

Deer Valley Dr

LOOP
303

60

Grand Ave



CITY OF SURPRISE
Regular City Council Meeting

January 6, 2015 @ 6:00:00 PM

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

Council Meeting Date: January 6, 2015

Contact Person: Sherry Ann Aguilar, City Clerk

Submitting Department:

District: Citywide

Staff Recommendations: None

Consent

Regular

Public Hearing

Report/Discussion

Agenda Wording:

Consideration and action on appointing a Vice-Mayor. City Clerk Aguilar will administer the Oath of Office.

Motion:

I move to approve the appointment of _____ as Vice-Mayor for a one year period and direct City Clerk Aguilar to administer the Oath of Office.

Background:

Sec. 2-63. Designation of vice-mayor; duties.

(a) Not later than January 30th of each year, the city council shall select one of the council members other than the mayor to serve as vice-mayor until the council next selects a vice-mayor by not later than January 30th of the following year. Any council member may nominate any council member. All nominations shall occur prior to voting. The council shall then vote by written ballot. The candidate receiving a majority of the votes shall be selected as vice-mayor. In the event that no candidate receives a majority of votes, the two candidates receiving the highest votes shall be considered in a run-off vote. In the event the vice-mayor announces to run for re-election, the vice-mayor shall relinquish the position at the time of filing for re-election. The council shall elect a new vice-mayor at the next regular meeting.

(b) In the absence or inability of the mayor to perform his or her duties, the vice-mayor shall perform the duties of the mayor. In the absence or inability of the vice-mayor to perform the duties of the mayor, the most senior council member shall perform the duties of mayor/vice-mayor. Seniority shall be determined by the consecutive number of years the member has served on the council.

(Ord. No. 08-16, § 2, 3-13-08; Ord. No. 08-56, § 1, 12-11-08; Ord. No. 2010-07, § 1, 2-25-10)

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

January 6, 2015 @ 6:00:00 PM

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

Council Meeting Date:	January 6, 2015	Contact Person:	Terry Lowe, Director Water Resource Management Department
Submitting Department:	Water Resource	District:	Citywide
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action authorizing the addition of one position to the Legal Department and one position to the Water Fund, and amending the FY2014-2015 Budget in the amount of \$135,800 from Water Fund Contingency to Water Fund Personnel; Resolution 2015-07.

Motion:

I move to approve Resolution 2015-07.

Background:

Through strategic direction and leadership of the Mayor and Council, and the City's knowledge and understanding of the importance of adequate and appropriate staffing levels. This request is being made to adequately and appropriately staff two key departments of the City.

Recent changes in the legal department have resulted in significant salary savings sufficient to add needed support staff without increasing the department budget. This request seeks Council's authorization of a full time position to serve as a legal analyst that will support both the civil and criminal divisions, and provide additional cross training in key roles within the department. No additional funding is required for this new position.

In support of the City's renewed focus on our water resources and the complexities of appropriate water management, with the support from the Water Sub-Committee, staff recommends the addition of a position within the Water Fund to serve as a Water Resource Portfolio Manager. This position will be devoted to management of the City's water portfolio. Sustainable and resilient management of the City's water resources is vital to the growth and vitality of Surprise. Additional funding is required for this position.

Financial Impact Statement:

The addition of the new position within the Water Fund utilizes the water fund's contingency line item in the appropriated amount of \$135,800 and moving that amount to the water fund's personnel line item. The new position in the legal department will be added to the legal department in the general fund, with

the current appropriation being sufficient due to salary savings. The two requested positions will not exceed the approved total annual budget for FY2015.

ATTACHMENTS:

Click to download

- ☐ [Water Resource Portfolio Manager Job Description](#)
 - ☐ [Water Portfolio Manager request](#)
 - ☐ [Resolution 2015-07](#)
-

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

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

Terry Lowe, Director Water Resource Management Department



Water Resource Portfolio Manager

Pay Grade:

**(Water Resource
Management)**

CITY OF SURPRISE
Revision Date:

SALARY RANGE

The hiring salary range is \$

Job Title: Water Resource Portfolio Manager

Class Title: Manager

Department: Water Resource Management

Reports To: Water Resource Management Director

FLSA Status: Exempt

Job Status: Full-time; Non-Classified

Salary Grade:

SUMMARY

As a globally-focused community with world-class aspirations in economic, social, and environmental sustainability, the Manager is responsible and accountable for managing the City's Water Portfolio. In collaboration with all departments, and under the direction of the Department Director and City Management, the Manager is responsible for managing key drivers to meet best practices for the development and deployment of goals, objectives, and tasks of the Water Resource Department. The Manager works in cross-departmental collaboration with all City departments as well as the Mayor and City Council. The Manager interfaces with public, private, state, regional, and local organizations in a continuous effort to being a premier municipal Water Resource Development Department that will be recognized globally for its excellence.

Incumbents perform a variety of complex and highly responsible professional and management support functions that involve analysis, coordination, monitoring, supervision, and research for the Water Resource Management Department. Incumbents represent the Department, and frequently represent the City on a variety of high profile matters. Incumbents may formally supervise other staff and may be assigned special projects throughout the Department.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The list of duties and responsibilities is illustrative only, and is not a comprehensive listing of all the duties and responsibilities performed by positions in this class.

- Assess current markets and trends and developing water related investment strategies in line with City's Water Strategic Plan.
- Assists the Water Resource Management Director in the development of investment

management policies, procedures, and strategies.

- Supervises, develops, implements, and directs active and effective long range financial and water supply demand programs related to the City's strategic plan.
- Participates in the development of water rates and fees and identifies new issues and strategies related water resources.
- Evaluate existing City water portfolio performance and complex data, prepares forecasts for future performance and identifies opportunities for future investments.
- Negotiate water related investment purchases, sales, and trade transactions.
- Prepare Water Portfolio investment analysis and statements ensuring that investments are in compliance with applicable laws and regulations.
- Research and analyze the impact of proposed and adopted legislation affecting City's Portfolio.
- Handles a variety of confidential materials; prepares presentations for Council consideration, prepares responses based on established operational policies and procedures.
- Provide training and consultation in areas of expertise and assigned areas of responsibility.
- Serves and participates on various teams, briefings, committees, and other related groups to represent the Department or to provide technical expertise in assigned area of responsibility; may chair committees and task forces.
- Assists and represents the department with activities associated with Community Development, Engineering, and Real Estate acquisition.
- Manages and negotiates development agreements that meet water resources and operational requirements and in the best interest of the City.
- Represents the Department to the public and outside groups, organizations, and agencies; responds to a wide variety of questions, comments, and/or concerns; resolves related complaints.
- Provides staff support to various City boards, commissions, and citizen groups.
- Makes verbal and written presentations to City management, City Council, boards, commissions, trade associations, and other citizen groups and organizations.
- May supervise staff to include assigning and monitoring work, providing direction and evaluating.
- Maintains regular attendance and punctuality.
- Performs other duties of a similar nature or level.

SUPERVISORY RESPONSIBILITIES

May exercise supervision of personnel in related area of responsibility.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and /or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Knowledge of:

- Applicable Federal, State, and Local laws, codes, rules, and regulations
- Arizona water laws
- History of water supplies for the Phoenix area and the water supply requirements for growth
- Development Agreement process and negotiations
- Project Management Principles
- Types of water assets and how they relate to long term supply
- Budget administration and forecasting principles

- Performance measures/management methods
- Public administration concepts and theories
- Advanced principles and practices in assigned area of responsibility
- Statistical analysis and theory
- Report writing techniques;
- Public relations principles

Skill in:

- Coordinating with various stakeholder groups to accomplish a single goal
- Facilitating teamwork, mediating disputes, and conflict resolution
- Using computers and related software applications
- Using modern office equipment

Ability to:

- Meet strict deadlines and carry out assignments accurately and effectively
- Maintain professional and effective working relationships with Department, City and outside agency personnel
- Manage projects; teams and consultants
- Work with independently on multiple projects and exercise discretion and good judgment
- Interpret and apply program/project requirements;
- Develop and implement programs
- Monitor budgets
- Speak in public
- Analyze a variety of data and/or information and make recommendations based on findings
- Conduct research
- Write technical reports
- Interpret, analyze, and apply applicable laws, rules, and regulations
- Communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction

EDUCATION and/or EXPERIENCE

Bachelor's Degree in Business Administration, Finance, Engineering, or Water Resources and three years of directly related professional experience; or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above. Master's degree preferred.

CERTIFICATION

None

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.

WORK ENVIRONMENT

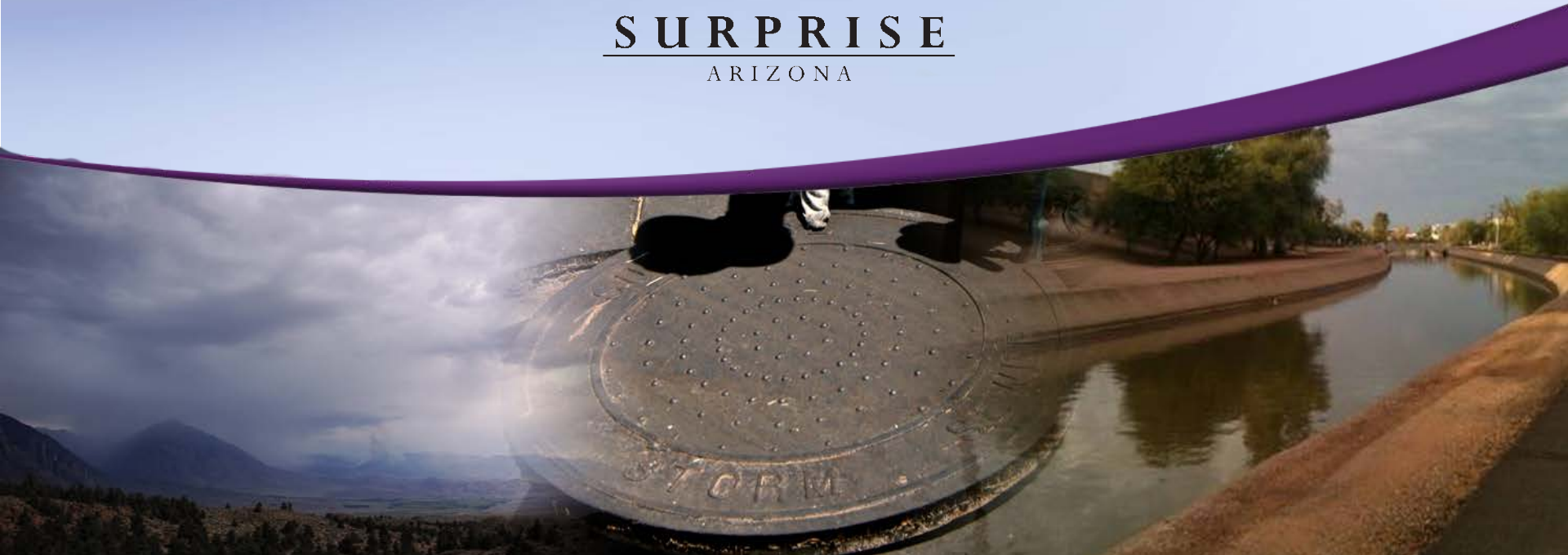
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Position is typically office or administrative work and is not substantially exposed to adverse environmental conditions.

Water Resource Portfolio Manager

Council Meeting

January 6, 2014

Water Resource Management



What is a Water Portfolio Manager?

- Similar to Financial Portfolio Manager
- Manages a series of assets to maintain a resilient, sustainable, and growing portfolio

What will be the focus of the Water Portfolio Manager?

1. Management of the City's water resource portfolio
2. Surprise's Liaison with the development community, and local, state, federal agencies
3. Implementer of projects and policies that will grow the portfolio

FINANCIAL ASSETS vs. WATER ASSETS

Category	Financial	Water
Asset Classes	5 : equities, fixed income, cash, real estate, commodities	2 : Wet & Paper
Asset Types	Stocks (equities) Mutual Funds (equities) Bonds (fixed) CDs/Money Market (cash) REITs Grains, Gold, Oil (commodities)	CAP (wet) Rights with land (wet) Rights w/o land (wet) Long Term Storage Credits (paper) Extinguishment Credits (paper) Reclaimed Water (wet)
Key to Success	Diversification	Diversification

Water Portfolio Manager



Our Portfolio and how we compare

Asset (acre-feet)		Peoria	Goodyear	El Mirage	Scottsdale	Phoenix
Long Term Storage Credits	21,565	97,560	93,836	9,231	125,515	180,020
Extinguish. Credits	49,747			29,286		
CAP Allocation	10,249	25,236	10,742	1800	52,810	122,204
SRP Allocation	N/E	25,200	0	N/E	6,071	82,492
Reclaimed Water Available	8,066	19,883	1,378	2,000	5,069	0

How do we grow the Portfolio?

- Direct Purchase of Assets
 - Invest in Projects that will grow assets
 - Rights or Credit Transfers
 - Proper Management of Development
-
- Position to be funded by Wastewater and Water Operations

RESOLUTION # 2015-07

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2015 BUDGET BY AUTHORIZING A NEW POSITION IN THE LEGAL DEPARTMENT, BASED ON SALARY SAVINGS, AND AUTHORIZING A NEW POSITION IN THE WATER FUND, REALLOCATING APPROPRIATIONS OF \$135,800 FROM THE WATER FUND CONTINGENCY TO THE WATER FUND PERSONNEL.

WHEREAS, City management has been implementing a plan to build a city team that focuses on implementing the vision of the Mayor and City Council;

WHEREAS, the Legal Department has identified operational needs that can be mitigated through the addition of a full time legal analyst and has sufficient salary savings as a result of filling other positions with salaries at less than budgeted amounts to support the new position;

WHEREAS, the Water Resource Department has identified operational need for a Water Portfolio Manager position that will be responsible for managing the City's water portfolio, interacting with the Surprise development community, and local, state, and federal agencies regarding water in order to grow the City's portfolio, and developing and recommending strategies that will grow the City's portfolio.

WHEREAS, the Water Resource Management Department operates as an enterprise fund and the new position will currently be supported by the water fund;

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

WHEREAS, this action will necessitate a budget amendment; and

WHEREAS, City of Surprise Administrative Policies requires the approval of the Mayor and Council for budget amendments of this nature.

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.

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 # 2015-07
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.

Table 1	Current	Increase	Amended
Water Fund	Appropriation	(Decrease)	Appropriation
Personnel	\$5,191,800	\$135,800	\$5,327,600
Contingency	6,455,500	(135,800)	6,319,700
	<u>\$11,647,300</u>	<u>\$0</u>	<u>\$11,647,300</u>

Table 2	Current	Increase	Amended
Department	FTE's	(Decrease)	FTE's
Water & Resource Management	60	1	61
Legal	15	1	16
	<u>75</u>	<u>2</u>	<u>77</u>

The fund changes are as follows:

- The total amendment amount of \$135,800 is for organizational changes to build a team in support of the Mayor and City Council vision. This amendment does not increase the total annual budget for FY2015.
 - o Table 1, the Water Resource Portfolio Manager position will be authorized from the water fund's contingency line item.
 - The addition of the Legal Specialist position does not require a shift in spending authority as it will utilize savings as a result of filling other positions with salaries at less than budgeted.
 - o Table 2 details the positions by department as amended including all new and transferred positions.
- The amendment utilizes the Water Fund's contingency line item in the appropriated amount of \$135,800 to authorize the new Water Resource Portfolio Manager position without exceeding the approved total annual budget for FY2015.