# CITY COUNCIL AGENDA

**CITY COUNCIL CHAMBERS . 11465 WEST CIVIC CENTER DRIVE . AVONDALE, AZ 85323**

**SPECIAL MEETING**
**December 2, 2013**
**6:00 PM**

## CALL TO ORDER BY MAYOR ROGERS

**1 ROLL CALL**

**2 EXECUTIVE SESSION**

**a.** The Council may hold an executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(4) for discussion or consultation with the City's Attorney in order to consider its position and instruct the City's Attorney regarding Winners Development Company vs City of Avondale.

**3 ADJOURNMENT**

Respectfully submitted,

Carmen Martinez

Carmen Martinez
City Clerk

Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oído, o con necesidad de impresión grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos días hábiles antes de la junta del Concejo.

Notice is hereby given that pursuant to A.R.S. § 1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council may be audio and/or video recorded and, as a result, proceedings in which children are present may be subject to such recording. Parents, in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. § 1-602.A.9 have been waived.

De acuerdo con la ley A.R.S. § 1-602.A.9, y sujeto a ciertas excepciones legales, se da aviso que los padres tienen derecho a dar su consentimiento antes de que el Estado o cualquier otra entidad política haga grabaciones de video o audio de un menor de edad. Las juntas del Concejo de la Ciudad pueden ser grabadas y por consecuencia, existe la posibilidad de que si hay menores de edad presentes éstos aparezcan en estos videos o grabaciones de audio. Los padres puedan ejercitar su derecho si presentan su consentimiento por escrito a la Secretaria de la Ciudad, o pueden asegurarse que los niños no estén presentes durante la grabación de la junta. Si hay algún menor de edad presente durante la grabación, la Ciudad dará por entendido que los padres han renunciado sus derechos de acuerdo a la ley contenida A.R.S. § 1-602.A.9.

# CITY COUNCIL REPORT

**SUBJECT:**
EXECUTIVE SESSION

**MEETING DATE:**
December 2, 2013

**TO:** Mayor and Council

**FROM:** Andrew McGuire, City Attorney (602) 257-7664

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

The Council may hold an executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(4) for discussion or consultation with the City's Attorney in order to consider its position and instruct the City's Attorney regarding Winners Development Company vs City of Avondale.

**ATTACHMENTS:**

**Click to download**

No Attachments Available

# CITY COUNCIL AGENDA

**CITY COUNCIL CHAMBERS . 11465 WEST CIVIC CENTER DRIVE . AVONDALE, AZ 85323**

**WORK SESSION**
**December 2, 2013**
**6:30 PM**

## CALL TO ORDER BY MAYOR ROGERS

**1 ROLL CALL BY THE CITY CLERK**

**2 INFORMATION ON THE UPDATE OF THE CITY'S DEVELOPMENT FEES**

City Council will receive information regarding the update of the City's development fees. For information and discussion only.

**3 ADJOURNMENT**

Respectfully submitted,

Carmen Martinez
City Clerk

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# CITY COUNCIL REPORT

**SUBJECT:**
Information on the Update of the City's Development Fees

**MEETING DATE:**
December 2, 2013

**TO:** Mayor and Council

**FROM:** Kevin Artz, Finance & Budget Director 623-333-2011

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is providing information to Council on the City's development fee update.

**BACKGROUND:**

On April 26, 2011, Senate Bill 1525 (SB1525) was signed into law by the Governor which significantly changed A.R.S. §9-463.05, also known as the Development Fee Enabling Legislation, under which authority the City imposed fees on new developments. As a result, new requirements and revised fees must be implemented by August 1, 2014 in order for the City to continue to assess development fees.

On December 12, 2011, the City attorney presented a summary of the changes to the statute and recommended a process to comply by the mandated deadline. In addition, the Council reviewed and approved updated transitional fees that are currently assessed on each new development to help offset the cost of infrastructure needed to meet the demands it places on each authorized necessary public service. The necessary public services authorized include: water facilities, sewer facilities, transportation facilities, parks and recreation facilities, police facilities and fire and emergency service facilities. Also authorized are library facilities and general government facilities for which development fees had been pledged as the repayment source for City issued debt.

On October 15, 2012, Council was presented with a timeline and contract for a professional consulting firm to assist with the analysis and preparation of the necessary reports to detail the City's plan for infrastructure and development fees.

On May 30, 2013, the City conducted a Stakeholder meeting to solicit input from interested parties, such as the regional homebuilder's association, commercial development groups and multifamily developers, prior to completion of the City's official land use assumptions and infrastructure improvements plan (IIP).

On October 3, 2013, the City terminated the contract with the original consulting firm and on October 10, 2013 entered into a contract with Tischler Bise to complete the necessary documents to update the City's development fees.

**DISCUSSION:**

As required by A.R.S. §9-463.05, the City must meet certain public noticing and public meeting requirements before implementing any new or amended fees. The Development Fee legislation requires the City to release an Infrastructure Improvement Plan (IIP) and post the IIP on the City's web site at least 60 days before the City holds a public hearing on the IIP. Adoption of the IIP and land use assumptions must occur between 30 and 60 days of the public hearing on the IIP. The City

must also adopt a notice of intent to adopt development fees, when the IIP is approved. The City must then hold a public hearing on the proposed development fees, any time after 30 days past the notice of intent. Adoption of the development fee must occur between 30 and 60 days of the public hearing on the proposed development fee. Development fees are not effective until 75 days after formal adoption of the fees.

There are numerous meetings and action items that will come before Council over the next 6 months. The following timeline outlines the Council dates and actions required to implement new development fees:

- 12/05/13 - release IIP and post IIP on City website
- 02/03/14 - Public hearing on the IIP
- 03/10/14 – Adopt IIP and notice of intent to adopt impact fees
- 04/14/14 – Public hearing on proposed impact fees
- 05/19/14 – Adoption of impact fee
- 08/02/14 – new impact fees effective (first business day is 8/4/14)

Staff is also planning to present the land use assumptions and IIP to Council at a work session on December 16, 2013.

**RECOMMENDATION:**

This information is provided for review and information.

**ATTACHMENTS:**

**Click to download**

No Attachments Available

# CITY COUNCIL AGENDA

CITY COUNCIL CHAMBERS . 11465 WEST CIVIC CENTER DRIVE . AVONDALE, AZ 85323

**REGULAR MEETING**
**December 2, 2013**
**7:00 PM**

**CALL TO ORDER BY MAYOR ROGERS**
**PLEDGE OF ALLEGIANCE**
**MOMENT OF REFLECTION**

**1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK**

**2 CITY MANAGER'S REPORT**

**a. 2013 Digital Cities of America Award**

**3 UNSCHEDULED PUBLIC APPEARANCES**

(Limit three minutes per person. Please state your name.)

**4 CONSENT AGENDA**

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

**a. APPROVAL OF MINUTES**
Regular Meeting of November 18, 2013

**b. 2014 COUNCIL MEETING SCHEDULE**
City Council will consider a request to approve the Council Meeting Schedule for 2014 which includes the rescheduling of four council meetings in observance of holidays and to allow for a summer break. The Council will take appropriate action.

**c. LIQUOR LICENSE TEMPORARY EXTENSION OF PREMISES - MANNY'S MEXICAN RESTAURANT**
City Council will consider a request from Mr. Manny Lafarga for a Temporary Extension of Premises of the Series 12 Restaurant License to sell all spirituous liquors at Manny's Mexican Restaurant to be used to accommodate a large party on Saturday, December 7, 2013 from 6 pm to 10 pm. The Council will take appropriate action.

**d. RESOLUTION 3154-1213 - INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR HOME INVESTMENT PARTNERSHIP ACT FUNDING**
City Council will consider a resolution authorizing an intergovernmental agreement with Maricopa County to allow the City to receive an allocation of federal funding under the HOME Investment Partnership Act in the amount of $131,872 for the 2013-2014 fiscal year and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**5** **APPOINTMENT OF MEMBERS TO THE CITY'S BOARDS, COMMISSIONS AND COMMITTEES AND TO THE POSITIONS OF CHAIR AND VICE CHAIR OF THE BOARD OF ADJUSTMENT AND THE PLANNING COMMISSION**

City Council will consider the Council Subcommittee's recommendations for appointment to the City's Boards, Commissions and Committees and the appointment of members to serve as Chair and Vice Chair of the Planning Commission and the Board of Adjustment. The Council will take appropriate action.

**6** **RESOLUTION 3155-1213 - INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR YOUTH WORKFORCE DEVELOPMENT SERVICES**

City Council will consider a resolution authorizing an Intergovernmental Agreement with the Maricopa County Human Services Department, Maricopa Workforce Connections to allow the use of the City's Executive Conference Building located at 124 S. 4th St Street in Avondale by Maricopa County Human Services Department for the delivery of workforce development services for youth and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**7** **GREEN WASTE PILOT PROGRAM**

City Council will receive information regarding a new pilot program for green waste collection. For information, discussion and direction.

**8** **EXECUTIVE SESSION**

**a.** City Council may hold an executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(4) for discussion or consultation with the City's Attorney in order to consider its position and instruct the City's Attorney regarding potential litigation with respect to tax matters.

**9** **ADJOURNMENT**

Respectfully submitted,

Carmen Martinez

Carmen Martinez
City Clerk

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# CITY COUNCIL REPORT

**SUBJECT:**
City of Avondale Earns Top Honors in the 2013 Digital Cities of America Event

**MEETING DATE:**
December 2, 2013

**TO:** Mayor and Council

**FROM:** Rob Lloyd, CIO/IT Director 623-333-5011

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

The Center for Digital Government named the City of Avondale as the top city among those with populations of 75,000 to 124,999, in the 2013 Digital Cities of America event. Staff will present the trophy and details on the accomplishment.

**BACKGROUND:**

Since 2001, the Center for Digital Government has recognized the top local governments in the nation that use technology to engage with citizens, improve their business operations, and innovate new services. The Digital Cities survey is both a prestigious honor and a cause to share methods for improving citizen-government relationships across the country through technology.

The evaluation process reviews the entire information and communications technology (ICT) programs of organizations to determine honorees. The Center requires submittal of a questionnaire with significant supporting materials to demonstrate achievements. Hundreds of cities apply each year and 2013 was noted to be the most competitive in the program's history.

The Information Technology Department and Community Relations Department submitted the application, highlighting accomplishments across City departments.

**DISCUSSION:**

The Center for Digital Government specifically identified as noteworthy: (1) Avondale's online engagement with the community, (2) high citizen and staff survey ratings, (3) the success of Avondale's Green IT initiatives, and (4) investments in technology such as mobile computing initiatives in both the Police and Fire departments. Along with these projects, rankings included points for website popularity and performance, long-term investments in technology, and the overall maturity of a City's ICT environments as evidence of strong management. The top-place finish is truly a citywide accomplishment. Many departments worked together to produce the initiatives and policies that yielded recognition by the Center.

The Center for Digital Government recognized all Digital Cities of American honorees at the National League of Cities Congress of Cities on November 15th, 2013. Mayor Rogers, in her role as NLC President, spoke at the reception. Vice Mayor Scott, Councilmembers McDonald and Weise, and staff Pier Simeri, Deann Franklin, and Rob Lloyd accepted the award on behalf of the City.

The 2013 award represents the third consecutive top-ten finish for the City of Avondale. Other Arizona cities recognized include the cities of Mesa, Tucson, Scottsdale, and Marana.

**BUDGETARY IMPACT:**

None

**RECOMMENDATION:**

This is an informational item with no action required.

**ATTACHMENTS:**

**Click to download**

No Attachments Available

# CITY COUNCIL REPORT

**SUBJECT:**
APPROVAL OF MINUTES

**MEETING DATE:**
December 2, 2013

**TO:** Mayor and Council

**FROM:** Carmen Martinez, City Clerk (623) 333-1214

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Regular Meeting of November 18, 2013

**ATTACHMENTS:**

**Click to download**

No Attachments Available

# CITY COUNCIL REPORT

**SUBJECT:**
2014 Council Meeting Schedule

**MEETING DATE:**
December 2, 2013

**TO:** Mayor and Council

**FROM:** Carmen Martinez, City Clerk (623) 333-1214

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is recommending approval of the Council Meeting schedule for 2014. The proposed schedule includes the rescheduling of three council meetings in observance of holidays and one meeting to allow for a summer break.

**BACKGROUND:**

According to the City's Charter, the City Council shall meet no less than two times per month. The Council Rules of Procedures set the regular meetings to be held on the first and third Monday of the month. The Rules of Procedure provide for the rescheduling of council meetings when the day of a regularly scheduled council meeting falls on a legal holiday or for another reason provided that a seven day notice is published in the newspaper.

In addition to rescheduling City Council meetings in observance of Martin Luther King Jr. Day, Presidents' Day and Labor Day, a meeting has been rescheduled in the last few years to allow for a summer break.

**DISCUSSION:**

In order to allow for better planning, staff thought that rather than coming to Council at least twice a year to obtain approval to reschedule meetings, it would be better to present the Council Meeting schedule for review and approval only once a year. The proposed council meeting schedule accounts for all holidays that would require the rescheduling of a council meeting and allows for a summer break.

Approval of this item will constitute direction to staff to publish the seven day notice required by the City Charter.

**RECOMMENDATION:**

Staff is recommeding approval of the Council Meeting Schedule for 2014 and directing staff to publish the required seven day notice to reschedule the meetings in observance of legal holidays and to allow for a summer break.

**ATTACHMENTS:**

**Click to download**

- Proposed Council Meeting

# CITY OF AVONDALE
# 2014 COUNCIL MEETING SCHEDULE

| Month | Regular Meeting* | Work Session** |
|---|---|---|
| January | January 6, 2014 | January 13, 2014 |
| | January 21, 2014 (due to MLK Day) | |
| February | February 3, 2014 | February 10, 2014 |
| | February 18, 2014 (due to Presidents' Day) | |
| March | March 3, 2014 | No work session due to Congressional City Conference |
| | March 17, 2014 | |
| April | April 7, 2014 | April 14, 2014 |
| | April 21, 2014 | |
| May | May 5, 2014 | May 12, 2014 |
| | May 19, 2014 | |
| June | June 2, 2014 | June 9, 2014 |
| | June 16, 2014 | |
| July | July 7, 2014 | July 14, 2014 |
| | July 21, 2014 | |
| August | August 4, 2014 | August 11, 2014 |
| | August 11, 2014 (to allow for summer break) | |
| September | September 8, 2014 (due to Labor Day) | September 8, 2014 |
| | September 15, 2014 | |
| October | October 6, 2014 | October 13, 2014 |
| | October 20, 2014 | |
| November | November 3, 2014 | November 10, 2014 |
| | November 17, 2014 | |
| December | December 1, 2014 | December 8, 2014 |
| | December 15, 2014 | |

* **Regular Meetings are held at 7:00 p.m.**

** **Work Sessions are held at 6:00 p.m. as needed before regular Council meetings and on the second Monday of the month.**

# CITY COUNCIL REPORT

**SUBJECT:**
Liquor License Temporary Extension of Premises - Manny's Mexican Restaurant

**MEETING DATE:**
December 2, 2013

**TO:** Mayor and Council

**FROM:** Carmen Martinez, City Clerk (623) 333-1214

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is recommending approval of a request by Mr. Manny Lafarga for a Temporary Extension of Premises to the Series 12 Restaurant License to sell all spirituous liquors at Manny's Restaurant to be used to accommodate a large party on Saturday, December 7, 2013 from 6 pm to 10 pm.

**DISCUSSION:**

Manny's Mexican Restaurant has held a Series 12 Restaurant License to sell all spirituous liquors since early 2005.

Mr. Lafarga has submitted an application for a temporary extension of premises of his liquor license to accommodate a reservation for 80 people from a St. Louis Rams Booster Club to hold a celebration on the eve of their game against the Arizona Cardinals. The celebration will take place from 6 pm to 10 pm. Staff has reviewed the application and is recommending approval.

**RECOMMENDATION:**

Staff is recommending approval of a request by Mr. Manny Lafarga for a Temporary Extension of Premises to the Series 12 Restaurant License to sell all spirituous liquors at Manny's Restaurant to be used to accommodate a large party on Saturday, December 7, 2013 from 6 pm to 10 pm.

**ATTACHMENTS:**

**Click to download**

- Application
- Department Review

# ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

**800 W Washington 5th Floor**
**Phoenix AZ 85007-2934**
www.azliquor.gov
**(602) 542-5141**

Date payment received _____

CSR Initials _____

## APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

**THIS APPLICATION MUST BE RETURNED TO THE DEPARTMENT OF LIQUOR**

☐ Permanent change of area of service. A non-refundable $50 fee will apply. Specific purpose for change: _____

☑ Temporary change for date(s) of: 12/7/13 through 12/7/13 List specific purpose for change: Extra Seating for restaurant

1. Licensee's Name: Lafarga (Last) Manuel (First) _____ (Middle)
2. Mailing Address: 12345 W. Indian School Rd (City) Avondale (State) AZ (Zip) 85392
3. Business Name: Mannys restaurant LICENSE #: _____
4. Business Address: 12345 W. Indian School Rd (City) Maricopa (COUNTY) Avondale (State) AZ (Zip) 85392
5. Business Phone: (623) 9353466 Residence Phone: (___) _____
6. Do you understand Arizona Liquor Laws and Regulations? ☑ YES ☐ NO Fax #: (623) 9353302
7. Have you received approved Liquor Law Training? ☐ NO ☑ YES If so, when does your Certificate expire? _____
8. What security precautions will be taken to prevent liquor violations in the extended area? Licensed security
9. Does this extension bring your premises within 300 feet of a church or school? ☐ YES ☑ NO
10. IMPORTANT: ATTACH THE REVISED FLOOR PLAN CLEARLY DEPICTING YOUR LICENSED PREMISES AND WHAT YOU PROPOSE TO ADD.

☐ Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premises. List specific reasons for exemption: _____

Investigation Recommendation ☐ Approval ☐ Disapproval by: _____ Date: __/__/__

******After completing sections 1-10, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.**

This change in premises is RECOMMENDED by the local Board of Supervisors, City Council or Designate:

_____ (Authorized Signature) _____ (Title) _____ (Agency)

I, Manuel Lafarga (Print full name), being first duly sworn upon oath, hereby depose, swear and declare, under penalty of perjury, that I am the APPLICANT making the foregoing application. I have read this application and the contents and all statements are true, correct and complete.

X _____ (Signature of Owner or Agent)

State of Arizona County of Maricopa

SUBSCRIBED IN MY PRESENCE AND SWORN TO before me this date 26th (Day) November (Month) 2013 (Year)

My commission expires on 5/11/2014

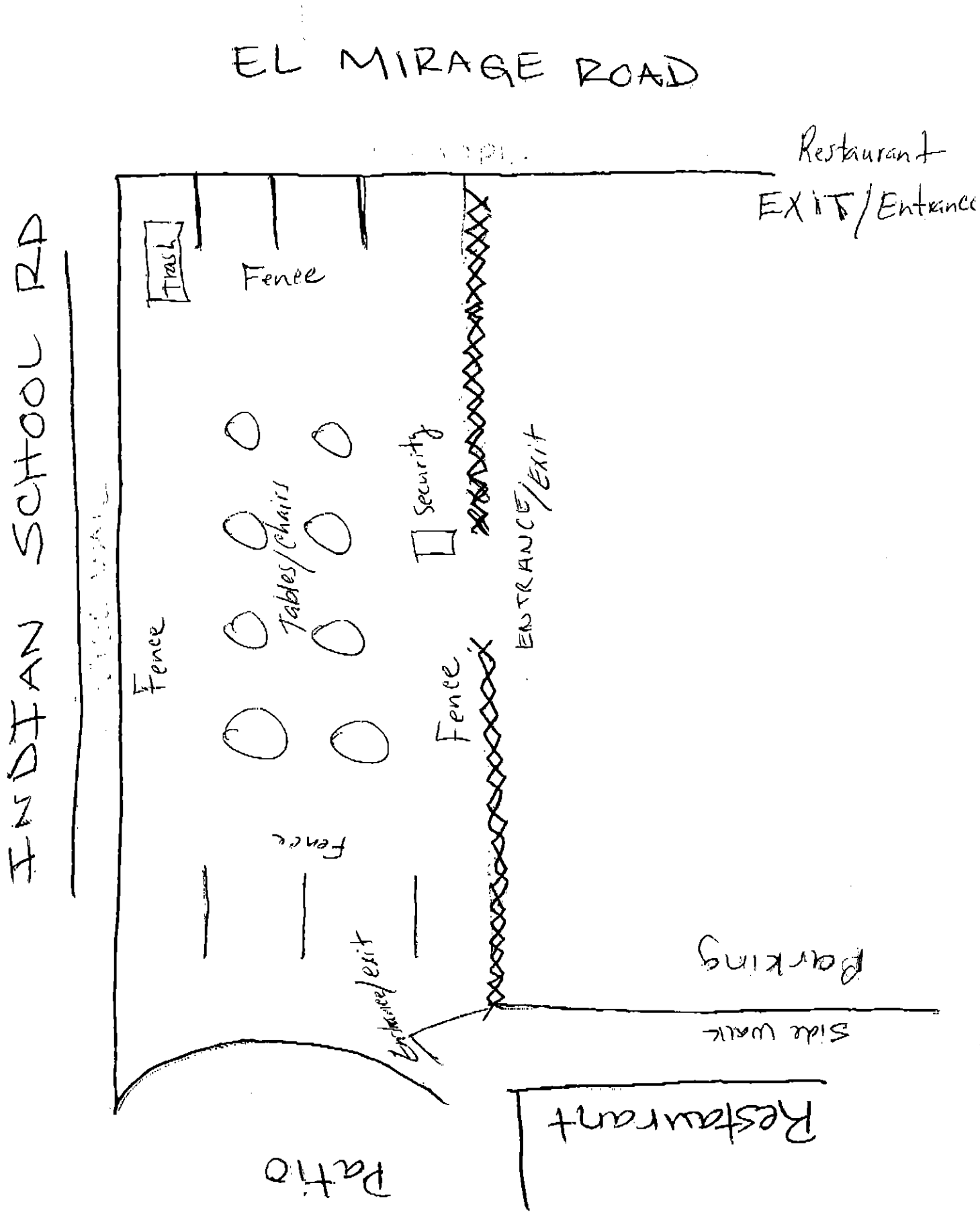
SANDRA TOMSIC
Notary Public - Arizona
Maricopa County
My Comm. Expires May 11, 2014

_____ (Signature of NOTARY PUBLIC)

Investigation Recommendation ☐ Approval ☐ Disapproval by: _____ Date: __/__/__

Director Signature required for Disapprovals _____ Date: __/__/__

12/26/2012 *Disabled individuals requiring special accommodation, please call the Department(602) 542-9027.


Restaurant
Side walk
Parking
Patio
Emergency exit
Fence
Fence
Fence
Tables/chairs
Security
ENTRANCE/Exit
Trash
Fence
INDIAN SCHOOL RD
EL MIRAGE ROAD
Restaurant
EXIT/Entrance

City of Avondale
CITY CLERK'S OFFICE

## DEPARTMENTAL REVIEW FORM

**TYPE OF LICENSE:**
☒ EXTENSION OF PREMISES

**ROUTING:**
☒ POLICE DEPARTMENT
☐ FIRE DEPARTMENT
☐ DEVELOPMENT SERVICES
☐ FINANCE

**APPLICANT'S NAME:** MANNY LAFARGA

**BUSINESS NAME:** MANNY'S MEXICAN RESTAURANT

**ADDRESS:** 12345 W. INDIAN SCHOOL ROAD

**CITY:** AVONDALE **STATE:** AZ **ZIP CODE:** 85392

**PURPOSE OF EXTENSION:** EXTRA SEATING AREA FOR ST. LOUIS RAMS AZ BOOSTER CLUB

**DEPARTMENTAL COMMENTS:**

☒ APPROVED
☐ DENIED

SIGNATURE

11/20/13
DATE

Chief of Police (Interim)
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: DEC 2, 2013
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOV 20, 2013

City of Avondale
CITY CLERK'S OFFICE

## DEPARTMENTAL REVIEW FORM

**TYPE OF LICENSE:**
☒ EXTENSION OF PREMISES

**ROUTING:**
☐ POLICE DEPARTMENT
☒ FIRE DEPARTMENT
☐ DEVELOPMENT SERVICES
☐ FINANCE

**APPLICANT'S NAME:** MANNY LAFARGA

**BUSINESS NAME:** MANNY'S MEXICAN RESTAURANT

**ADDRESS:** 12345 W. INDIAN SCHOOL ROAD

**CITY:** AVONDALE **STATE:** AZ **ZIP CODE:** 85392

**PURPOSE OF EXTENSION:** EXTRA SEATING AREA FOR ST. LOUIS RAMS AZ BOOSTER CLUB

**DEPARTMENTAL COMMENTS:**

☒ APPROVED
☐ DENIED

Valerie Russell
SIGNATURE

11/20/13
DATE

Fire Inspector
TITLE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: DEC 2, 2013**
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOV 20, 2013**

City of Avondale
CITY CLERK'S OFFICE

## DEPARTMENTAL REVIEW FORM

**TYPE OF LICENSE:**
☒ EXTENSION OF PREMISES

**ROUTING:**
☐ POLICE DEPARTMENT
☐ FIRE DEPARTMENT
☒ DEVELOPMENT SERVICES
☐ FINANCE

**APPLICANT'S NAME:** MANNY LAFARGA

**BUSINESS NAME:** MANNY'S MEXICAN RESTAURANT

**ADDRESS:** 12345 W. INDIAN SCHOOL ROAD

**CITY:** AVONDALE **STATE:** AZ **ZIP CODE:** 85392

**PURPOSE OF EXTENSION:** EXTRA SEATING AREA FOR ST. LOUIS RAMS AZ BOOSTER CLUB

**DEPARTMENTAL COMMENTS:**

You are required to maintain the accessible parking stall.

☑ APPROVED
☐ DENIED

SIGNATURE

11/20/13
DATE

Building Official
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: DEC 2, 2013
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOV 20, 2013

City of Avondale
CITY CLERK'S OFFICE

## DEPARTMENTAL REVIEW FORM

**TYPE OF LICENSE:**
☒ EXTENSION OF PREMISES

**ROUTING:**
☐ POLICE DEPARTMENT
☐ FIRE DEPARTMENT
☒ DEVELOPMENT SERVICES
☐ FINANCE

**APPLICANT'S NAME:** MANNY LAFARGA

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**ADDRESS:** 12345 W. INDIAN SCHOOL ROAD

**CITY:** AVONDALE **STATE:** AZ **ZIP CODE:** 85392

**PURPOSE OF EXTENSION:** EXTRA SEATING AREA FOR ST. LOUIS RAMS AZ BOOSTER CLUB

**DEPARTMENTAL COMMENTS:**

☒ APPROVED
☐ DENIED

Manny Lafarga — SIGNATURE
11/20/13 — DATE
Zoning Specialist — TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: DEC 2, 2013
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOV 20, 2013

# DEVELOPMENT SERVICES

## MEMORANDUM

**DATE:** November 20, 2013

**TO:** Carmen Martinez, City Clerk

**PREPARED BY:** Jennifer Fostino, Zoning Specialist 623-333-4022

**SUBJECT:** Temporary Extension of Premises
Manny's Mexican Restaurant
12345 W Indian School Rd

The site is located on the southwest corner of Indian School Road and El Mirage Road. The building is existing.

A temporary extension of premises is exempt from the 300 foot separation requirement from a church, school, or fenced school recreational area.

The General Plan designates the property as Local Commercial. The subject property is zoned Community Commercial District (C-2). Restaurants are a permitted use at this location.

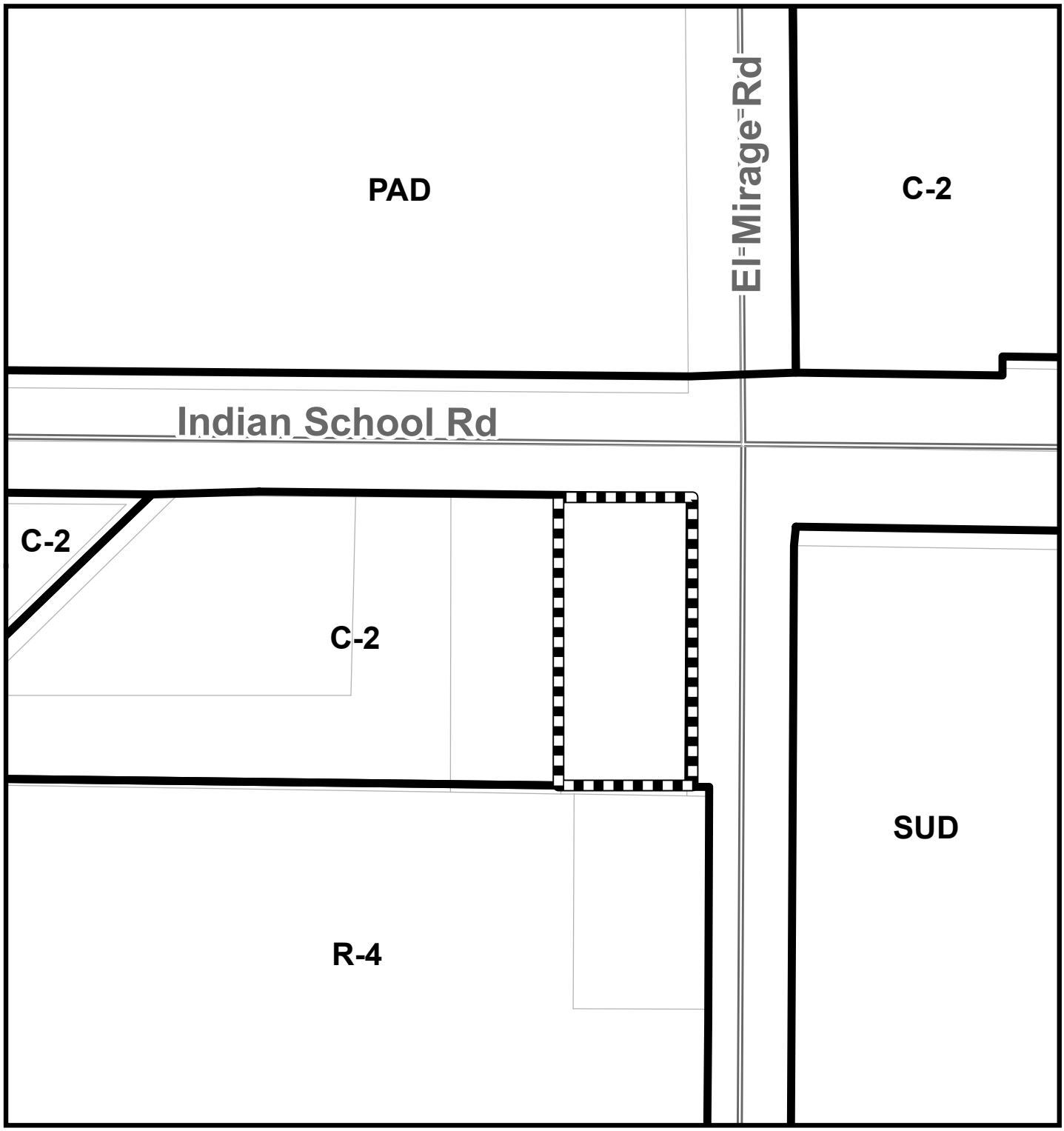
Staff recommends approval of this request.

Attachment: 2013 Aerial Photography
Zoning Vicinity Map

# 2013 Aerial Photograph

Avondale

Manny's Mexican Restaurant




# Zoning Vicinity Map

Avondale

Manny's Mexican Restaurant

City of Avondale
CITY CLERK'S OFFICE

## DEPARTMENTAL REVIEW FORM

**TYPE OF LICENSE:**
☒ EXTENSION OF PREMISES

**ROUTING:**
☐ POLICE DEPARTMENT
☐ FIRE DEPARTMENT
☐ DEVELOPMENT SERVICES
☒ FINANCE

**APPLICANT'S NAME:** MANNY LAFARGA

**BUSINESS NAME:** MANNY'S MEXICAN RESTAURANT

**ADDRESS:** 12345 W. INDIAN SCHOOL ROAD

**CITY:** AVONDALE **STATE:** AZ **ZIP CODE:** 85392

**PURPOSE OF EXTENSION:** EXTRA SEATING AREA FOR ST. LOUIS RAMS AZ BOOSTER CLUB

**DEPARTMENTAL COMMENTS:**

☒ APPROVED
☐ DENIED

SIGNATURE

11/27/13
DATE

TAX Audit Supervisor
TITLE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: DEC 2, 2013**
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOV 20, 2013**

# CITY COUNCIL REPORT

**SUBJECT:**
Resolution 3154-1213 - Intergovernmental Agreement with Maricopa County for HOME Investment Partnership Act Funding

**MEETING DATE:**
December 2, 2013

**TO:** Mayor and Council

**FROM:** Gina Montes, Neighborhood and Family Services Director (623) 333-2727

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting the City Council adopt Resolution 3154-1213, authorizing the City of Avondale to enter into an intergovernmental agreement with Maricopa County. This agreement is necessary to allow Maricopa County to provide the City with an allocation of federal funding under the HOME Investment Partnership Act in the amount of $131,872 for the 2013-2014 fiscal year.

**BACKGROUND:**

In May 2005, the City Council adopted Resolution 2485-05 which allowed the City to enter into an agreement with Maricopa County and other valley cities. This agreement resulted in the City becoming a member of the Maricopa County HOME Consortium and entitles the city to an annual allocation of this funding. The orignal agreement, which allows for the City's participation in the Consortium as a Member, has been renewed in subsequent years and remains in effect.

**DISCUSSION:**

Recently, the U.S. Department of Housing and Urban Development required that Maricopa County, as the leading jurisdiction, enter into agreements with each participating member jurisdiction on an annual basis identifying the specific allocation amount and the activities for which the funding is being allocated. Through the FY 2013/14 Annual Action Planning process, the City and Maricopa County, designated the use and allocation amounts of these funds. Both the City Council and the County Board of Supervisors approved the respective annual action plans prior to submission of the plans to HUD.

**BUDGETARY IMPACT:**

There is no budgetary impact at this time. This is not additional funding. It is the same funding that was included in the annual action plan that was brought before Council and approved in April 2013. At that time, Council approved providing the required 25% match funding which has already been appropriated in the budget.

**RECOMMENDATION:**

Staff recommends that the City Council adopt Resolution 3154-1213 authorizing an intergovernmental agreement with Maricopa County to allow the City to receive an allocation of federal funding under the HOME Investment Partnership Act in the amount of $131,872 for the 2013-2014 fiscal year and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

## ATTACHMENTS:

**Click to download**

- [Resolution 3154-1213; Maricopa County IGA]

**RESOLUTION NO. 3154-1213**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY RELATING TO THE HOME INVESTMENT PARTNERSHIP PROGRAM.

**BE IT RESOLVED** BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The Intergovernmental Agreement with Maricopa County, administered by its Human Services Department, relating to financial assistance provided to eligible first-time homebuyers within the City of Avondale through the HOME Investment Partnership Program, as subrecipient and member of the HOME Consortium (the "Agreement") is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, December 2, 2013.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3154-1213

(Agreement)

See following pages.

# INTERGOVERNMENTAL AGREEMENT

for services between

## MARICOPA COUNTY

Administered by its

## Human Services Department
and
## City of Avondale

Contract Amount: $131,872.00
Contract Start Date: July 1, 2013
Contract Termination Date: Contract Term 24 months from Contract Start Date.
Contract Number: C-22-
Program Number:
CFDA Number: 14.239, HOME Investment Partnership Program

County shall provide financial assistance in an amount up to One Hundred Thirty-One Thousand Eight Hundred Seventy-Two dollars ($131,872.00) 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 Avondale 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: Sandy Lopez_____ Phone: (623) 333-2726_____

_____ E-mail: slopez@avondale.org__

Address: 1007 S. 3rd St., Avondale, AZ 85323_____

_____

Lead Agency: Ursula Strephans_____ Phone: (602) 372-1526_____

_____ E-mail: strephansu@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:<br>SUBRECIPIENT | Approved By:<br>MARICOPA COUNTY (LEAD AGENCY) |
| _____<br>Authorized Signature | _____<br>Chairman, Board of Supervisors |
| _____<br>DATE | _____<br>DATE |
| Attested to: | Attested to: |
| _____<br>City/Town Clerk | _____<br>Clerk, Board of Supervisors |
| _____<br>DATE | _____<br>DATE |

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

| | |
|---|---|
| APPROVED AS TO FORM: | APPROVED AS TO FORM: |
| _____<br>Attorney for the Subrecipient | _____<br>Attorney for the Board of Supervisors |
| _____<br>DATE | _____<br>DATE |

# SECTION I

## GENERAL PROVISIONS

# Maricopa County

## Human Services Department

**A. EFFECT**

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

**B. DEFINITIONS**

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

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

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

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

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

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

6. **County** means Maricopa County.

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

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

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

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

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

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

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

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

15. **Program** means HOME subrecipients receive funds to carry out programs (e.g., downpayment assistance, homeowner rehabilitation, or tenant-based rental assistance

programs, etc.), and not to undertake specific projects. (Entities that carry out projects are generally owners, developers, or sponsors.) Work Statement include herein describe the Subrecipient programs to be administered.

16. **Program Manager** means the Assistant Director of a Division of Human Services.
17. **Projects** means HOME subrecipients that will commit home funds to projects in their jurisdictions.

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

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

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

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

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

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

**C. <u>GENERAL REQUIREMENTS</u>**

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. <u>ACCEPTANCE OF FUNDS</u>**

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

**E. AMENDMENTS**

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

**F. ASSIGNMENT AND SUBCONTRACTING**

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

**G. AVAILABILITY OF FUNDS**

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

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

**H. BUDGET ADJUSTMENTS**

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

**I. DISPUTES**

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

2. Disputes must be in writing and filed with the Contract Administrator, if one has been appointed, or, if not, with the County Procurement Officer within ten (10) working days from the date the Subrecipient knew or should have known of the basis of the dispute. The Contract Administrator or County Procurement Officer, as applicable, shall respond in writing to the Subrecipient within fourteen (14) working days. The decision of the Contract Administrator or County Procurement Officer shall be final and conclusive unless, within seven (7) working days from the date the Subrecipient receives the decision, Subrecipient files a written notice of appeal with the Director of the Materials Management Department of Maricopa County, who shall provide the

Subrecipient with a written response within fourteen (14) working days following receipt of the Subrecipient's notice of appeal. The decision of the Director shall be final.

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

## J. DEFAULT AND REMEDIES FOR NONCOMPLIANCE

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

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

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

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

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

a. All awards of funding shall be immediately revoked, and any approvals related to the project described in the Special Provision or Work Statement shall be deemed revoked and canceled. Thereby, any entitlements to compensation after suspension or termination of this Agreement are similarly revoked and unavailable.
b. Not be relieved of any liability or responsibility associated with the Special Provision or Work Statement.
c. Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the SUBRECIPIENT at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under contract or rule.
d. Wavier of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.

**K. TERMINATION**

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

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

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

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

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

**L. SEVERABILITY**

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

**M. STRICT COMPLIANCE**

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

**N. NON-LIABILITY**

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

**O. RECIPROCAL INDEMNIFICATION**

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

**P. TECHNICAL ASSISTANCE**

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

**Q. SINGLE AUDIT ACT REQUIREMENTS**

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

**R. AUDIT DISALLOWANCES**

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

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

**S. STAFF AND VOLUNTEER TRAINING**

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

**T. CLEAN AIR ACT**

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

**U. LOBBYING**

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

2. If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan or cooperative agreement, the Subrecipient shall

complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

**V. RELIGIOUS ACTIVITIES**

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

**W. POLITICAL ACTIVITY PROHIBITED**

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

**X. COVENANT AGAINST CONTINGENT FEES**

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

**Y. SAFEGUARDING OF PARTICIPANT INFORMATION**

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

**Z. RIGHTS IN DATA**

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

**AA. COPYRIGHTS**

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

**BB. PATENTS**

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

**CC. CONTRACT COMPLIANCE MONITORING**

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

**DD. CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS**

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

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

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

**EE. MINIMUM WAGE REQUIREMENTS**

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

**FF. RECOGNITION OF DEPARTMENT SUPPORT**

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

**GG. INSURANCE**

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

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

   a. Worker's Compensation according to statutory limits.
   b. Unemployment Insurance as required by Arizona Law.
   c. Public Liability, Bodily Injury and Property Damage;
      1) General Liability, each occurrence, $1,000,000
      2) Property Damage $1,000,000; or
      3) Combined single limit, each occurrence, $1,000,000 minimum.
   d. Automobile and Truck Liability, Bodily Injury and Property Damages:
      1) General Liability, each occurrence, $1,000,000
      2) Property Damage $1,000,000; or
      3) Combined single limit, each occurrence, $1,000,000 minimum.
   e. Standard minimum deductible amounts are allowable. Any deductible amounts are the responsibility of the Subrecipient and reimbursement, if any, under this Agreement are subject to regulatory provisions of the funding source(s) of this Agreement.

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

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

**HH. 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 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

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

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

   If the Subrecipient is a Public Agency, the Subrecipient's own bidding procedures shall govern.
5. Funding source requirements relating to competitive bid procedures may supersede any or all subparts of this clause and will be specified in the Special Provisions Section of this Agreement.

**PP. PROPERTY**

Any property furnished or purchased pursuant to the terms of this Agreement shall be utilized, maintained, repaired and accounted for in accordance with instructions furnished by the Department, and

shall revert to the County upon termination of this Agreement, unless the Contract Administrator determines otherwise. The costs to repair such property are the responsibility of the Subrecipient within the limits budgeted herein. Repair costs beyond the budgeted amount shall be approved by the Contract Administrator.

**QQ. IMMIGRATION REFORM AND CONTROL COMPLIANCE**

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

**RR. DRUG FREE WORKPLACE ACT**

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

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

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

**TT. STATUTORY RIGHT OF CANCELLATION**

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

**UU. EMPLOYMENT DISCLAIMER**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# SECTION II

## SPECIAL PROVISIONS

# Maricopa County

## Human Services

A. EFFECT

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

B. DEFINITIONS

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

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

C. STANDARDS

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

D. COMPLIANCE WITH LAWS, RULES & REGULATIONS

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

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

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

F. AUDIT REQUIREMENTS

The SUBRECIPIENT shall, at its own expense, file with the Human Services Department/Community Development Division by March 30th, either:
Audited financial statements prepared in accordance with federal single audit requirements; or,
Financial statements prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant.

G. SPECIAL FEDERAL AND PROJECT PROVISIONS

1. PROGRAMS: In accordance with HOME Program regulations, the SUBRECIPIENT agrees to implement the Program fully as described in each Work Statement in accordance with the terms of the Five-Year Consolidated Plan and the Annual Action Plan submitted by the COUNTY to HUD for funds to carry out the Program and the Certifications which were submitted concurrently with the Annual Action Plan to HUD, and with any Cooperation Agreements with the Municipality (as applicable). The Annual Action Plan is hereby incorporated by reference into this Agreement. In summary, the Program is described in Work Statement, Section III. The SUBRECIPIENT shall be responsible to provide various reports of all activities related to the Scope of Work. The SUBRECIPIENT agrees to submit to the COUNTY Performance Reports:
    a. Quarterly Program Income Report and Supporting Documentation due on the 25th of July, October, January and April.
    b. Quarterly Progress Reports due on the 25th of July, October, January and April of the preceding three months (i.e. July report cover the months of April, May and June)and address all programs described in the scope of work. Failure to submit timely Quarterly Progress Reports (which include beneficiary information) will result in suspension of payment reimbursement requests until all reports are brought current. 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 the 25th of quarterly to the County; and [4] a yearly program income log that states program income received and expended shall be submitted at the end of each fiscal year, June 30th. Program income that is not expended at the end of this Agreement shall be sent to the COUNTY in accordance with 24 CFR § 92.503 within 30 days of receipt.

3. 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 ;
    c. The County original allocation was a loan and the Subrecipient paid the loan;
    d. Cancelled or changed an Program required under the Work Statement for reasons other than non-performance;
    e. This Agreement has otherwise been terminated. The County may deobligate funds under this Agreement under the foregoing circumstances upon written notice to the Subrecipient.

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

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

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

8. ADMINISTRATIVE REQUIREMENTS: In accordance with federal regulations, including 24 CFR § 92 et seq., the COUNTY is responsible for ensuring the administration of HOME Program Funds in accordance with all program requirements.
    a. FINANCIAL RECORDS: SUBRECIPIENT accounting system and financial records shall comply with the applicable requirements and standards of OMB Circulars A-110, A-122, A-133 and 24 CFR Part 225. Such systems shall be subject to monitoring from time to time by the COUNTY or by HUD.
        i. The SUBRECIPIENT agrees to adhere to accounting principles and procedures, to utilize adequate internal controls and maintain necessary source documentation for all costs incurred. The SUBRECIPIENT further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).

ii. SUBRECIPIENT is to adhere to applicable audit requirements as described and in accordance with OMB Circular A-133. In addition, all SUBRECIPIENTS must provide annual single-audit reports or annual audited financial statements to the COUNTY.

iii. SUBRECIPIENT is to adhere to the repayment of investment requirements set forth in 24 CFR § 92.503. Any HOME Funds invested in housing that does not meet the affordability requirements for the period specified in § 92.252 or § 92.254, as applicable, must be repaid in accordance with 24 CFR § 92.503(b)(3).

b. DOCUMENTATION AND RECORD KEEPING:

i. Records to be Maintained The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR § 92.508 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

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

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

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

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

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

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

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

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

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

a. The SUBRECIPIENT agrees to comply with: the National Environmental Policy Act of 1969 (P.L. 91-190) pursuant thereto 40 CFR Parts 1500 – 1508; Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities pursuant thereto Title 24 CFR Part 58, Subpart A; CPD Notice 01-11 HOME Environmental Review Requirements and with all conditions required in the process of the environmental assessment.
b. Air and Water - The SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this Agreement.
    i. Clean Air Act, 42 USC § 7401, *et seq*., as amended.
    ii. Federal Water Pollution Control Act, as amended, 33 USC § 1251, *et seq*., as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308 and all regulations and guidelines issued thereunder.
    iii. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
    iv. SUBRECIPIENT agrees to comply with conditions set forth by the Air Quality Department or other COUNTY agency, as required.
c. Flood Disaster Protection - In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC § 4001), the SUBRECIPIENT shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes. The homeowner must obtain and maintain flood insurance as a condition of funding, or funds may not be utilized.
d. Historic Preservation - The SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC § 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that is listed or eligible for the National Register of Historic places, or included on any state or local historic property inventory or any archaeological findings.
e. Release Of Funds (ROF) - No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record (ERR) must be completed before any funds are obligated. Funding is also conditioned upon the completion of the ERR of every activity site by address. The responsibility for certifying the appropriate Environmental Review Record and ROF shall rest with the COUNTY. It is the responsibility of the SUBRECIPIENT to notify the COUNTY, and to refrain from making any commitments and expenditures on a site until a Release of Funds has been issued by the COUNTY. Failure to meet these conditions will mean that requested funds will not be disbursed.

10. THE SUBRECIPIENT CERTIFIES:
    a. That it is a municipality that meets the applicable requirements of the HOME Program.
    b. That it possesses legal authority to execute this Agreement.

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

11. ADDITIONAL CERTIFICATIONS, WARRANTIES, AND AGREEMENTS:
    a. The Parties to this Agreement agree that they will utilize and make available the HOME funds in conformity with the non-discrimination and equal opportunity requirements set out in the HUD regulations in the National Housing Affordability Act. These regulations listed in 24 CFR §§ 92.350-92.454 include:
        i. The requirements of the Fair Housing Act, 42 CFR §§ 3601-20, and implementing regulations at 24 CFR Part 100: Executive Order 11063 (Equal Opportunity in Housing) as amended by Executive Order 12259 (3 CFR, 1958-1963 Come, p. 652 and 3 CFR 1980 Come. p. 307) and implementing regulations at 24 CFR §107: and Title VI of the Civil Rights Act of 1694, 42 U. S. C. § 2000d, and implementing regulations at 24 CFR Part 1 (Nondiscrimination in Federally Assisted Programs);
        ii. Executive Order 13166 entitled “Improving Access to Services for Persons with Limited English Proficiency” pursuant to Title VI of the Civil Rights Act;
        iii. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and the regulations at 24 CFR § 146;
        iv. The prohibitions against discrimination on the basis of handicap under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations at 24 CFR Part 8; and, Americans with Disabilities Act 1990;
        v. The requirements of the Executive Order 11246 (Equal Employment Opportunity) and the regulations issued under the Order at 41 CFR Chapter 60 (3 CFR §§ 1964-65, Come, p. 339);
        vi. The requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1702u (Employment Opportunities for Business and Lower Income Persons in Connection with Assisted Activities); and
        vii. The requirements of Executive Orders 11625 and 12432 regarding Minority Business Enterprise, and 12138 regarding Women's Business Enterprise, and Regulations S. 85.36 (e) and of Section 281 of the National Housing Affordability Act.
    b. The Parties to this Agreement agree that they will prepare and adopt acceptable procedures and requirements for affirmatively marketing units in the HOME Activities, when HOME assisted housing contains 5 or more rental units, by providing information about the availability of HOME-assisted units that are vacant at the time of completion or that later become vacant. The parties agree that they will make good faith efforts to provide information and to otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market to the available housing during the period of

affordability. These procedures and requirements are not applicable when units are occupied by families referred from a Public Housing Authority's (PHA) waiting list, or to families receiving tenant-based rental assistance provided from HOME funds.

c. HOME funds may not be used for operations or modernization of public housing projects financed under the Housing Act of 1937.
d. COUNTY, as the participating jurisdiction, assumes all the responsibilities for environmental review, decision making, and action under the National Environmental Policy Act of 1969 (42 U.S.C. § 4321) and the other provisions of the law that would apply to HUD were HUD to undertake such Activities as Federal Activities in accordance with 24 CFR Part 58. The COUNTY will assume the responsibilities for the Request for Release of Funds. The SUBRECIPIENT agrees not to commit or incur any expenditures for HOME activities until this environmental review process has been completed. Should it be determined that the SUBRECIPIENT has incurred expenses in violation of the NEPA requirements, the SUBRECIPIENT will be responsible for the full costs for such expenditures and repayment of any related reimbursements. The SUBRECIPIENT agrees to provide all necessary assistance to the COUNTY in completing this environmental review process.
e. The Parties to this Agreement agree to abide with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. §§ 4291-4655) and the governmental implementing regulations at 49 CFR Part 24 as they apply to this HOME Program.
f. The Parties to this Agreement agree to abide with the Davis-Bacon Act (40 U.S.C. § 276a-5) and the Agreement Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333).
g. The Parties to this Agreement agree to abide by the Flood Disaster Protection Act of 1973 (42 U.S.C. §§ 4001-4128) as they apply to this HOME Program.
h. The Parties to this Agreement agree to abide by the Drug-Free Workplace Act of 1988 as it applies to the HOME Program.
i. Housing assisted with HOME funds constitutes HUD-assisted housing for the purposes of the Lead-Based Paint Poisoning Prevention Act (42.U.S.C. § 4821. et seq.) and is therefore subject to 24 CFR Part 35.
j. No person who is an employee, agent, consultant, officer or elected official, or appointed official who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME assisted activity, either for themselves or those whom they have family or business ties, during their tenure or for one year thereafter.
k. The SUBRECIPIENT warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges
    i. That the SUBRECIPIENT and its subcontractors/vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214 (A);
    ii. That a breach of a warranty under subsection a above, shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contact;
    iii. That the COUNTY retains the legal right to inspect the employment papers of any subrecipient or vendors employee who works on the Agreement to ensure that the subrecipient or vendor is complying with the warranty provided under subsection a above and that the subrecipient agrees to make all papers and employment

records of said employee(s) available during normal working hours in order to facilitate such an inspection; and

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

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

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

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

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

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

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

14. FAILURE TO MAKE PROGRESS Failure of the Subrecipient to make progress according to the Schedule of Completion may result in contract termination, deobligation of funds or recapture of funds. Subrecipient agrees to meet with the County at the site in which the funded activity is taking place to discuss progress and allow the County to provide technical assistance if:
    a. The Subrecipient fails to begin work on its Environmental Review pursuant to section 5 within sixty (60) calendar days from the date the County executes this Agreement;
    b. The Subrecipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the execution date of this Agreement.
    c. The County will terminate any Agreement and recapture funds from the same Agreement in which the Subrecipient does not commence any of the activities described in the Statement of Work or fails to expend any funds in accordance with the Compensation within one-hundred eighty (180) calendar days from the full execution dated of this Agreement. The County in its sole discretion may forgo providing technical assistance and recapture funds as outlined in this Agreement under Section I hereof and/or terminate Agreement for cause pursuant to Section I of this Agreement.

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

the most recent Administrative Manual on CD. Non-compliance with the Administrative Manual on CD shall constitute a breach of contract.

g. SUBRECIPIENT agrees to give all notices and comply with all laws, ordinances, and rules, building codes, regulations and lawful orders of any public authority bearing on the performance of activities pursuant to this Agreement. If the SUBRECIPIENT observes that any of the Agreement documents are in conflict with any laws, statutes, building codes and/or regulations, it shall promptly notify the County, in writing, and any necessary changes shall be accomplished by appropriate written modification.
h. Should the SUBRECIPIENT perform any work knowing it to be contrary to applicable laws, ordinances, rules, building codes and/or regulations, it shall assume full responsibility, therefore, and shall bear all cost incurred due to its negligence. Any dispute not disposed of by mutual agreement by the parties hereto shall be decided in accordance with the applicable Arizona laws, ordinances, and codes of the state and local governments.
i. Acknowledge the contribution of the Maricopa Urban County HOME Program in all published literature, brochures, programs, flyers, etc., during the term of the Agreement.
j. Execute and abide by Certifications mandated by HOME Program requirements as listed in HOME CERTIFICATIONS.

16. 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.

**SUBRECIPIENT HOME CERTIFICATION**

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

(A) Before committing any funds to a activity, the SUBRECIPIENT will evaluate the activity in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

(B) The SUBRECIPIENT will only utilize HOME funds to pay for eligible activities and costs of those activities permitted in 24 CFR 92.205 through 92.209 and not specifically prohibited under 92.214.

(C) The SUBRECIPIENT understands tenant-based rental assistance is an element of the Consolidated Plan. However, tenant-based rental assistance must be approved as part of an original application for project funding.

(D) The submission of the program description is authorized under State and local law (as applicable), and that the SUBRECIPIENT possesses the legal authority to carry out the Home Investment Partnership (HOME) Program, in accordance with the HOME regulations;

(E) The SUBRECIPIENT will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations and the requirements of 24 CFR 92.353;

(F) The SUBRECIPIENT will use HOME funds pursuant to its Consolidated Plan(s) approved by the U.S. Department of Housing and Urban Development HUD and all requirements of 24 CFR Part 92;

(G) The SUBRECIPIENT will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
   (a) The dangers of drug abuse in the workplace;
   (b) The participating jurisdiction's policy of maintaining a drug-free workplace;
   (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
   (a) Abide by the terms of the statement; and
   (b) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the County in writing, within ten calendar days after receiving notice under paragraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal

agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph 4(b), with respect to any employee who is so convicted
   (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

(H) To the best of its knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the County, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant, loan, or cooperative agreement, the SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and
3. The SUBRECIPIENT will require that the language of paragraph (F) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and agreements under grants, loans, and cooperative agreements) and that all Vendors shall certify and disclose accordingly.

(I) The SUBRECIPIENT shall, upon proper notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, its employees, officials, successors, assigns, subrecipients, or vendors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

| | |
|---|---|
| Signature (SUBRECIPIENT Representative) | Date |
| Printed/Typed Name | Title |

## JURISDICTION CERTIFICATION

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing --** The jurisdiction shall affirmatively further fair housing, which means it shall conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

**Anti-displacement and Relocation Plan --** It shall comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

**Drug Free Workplace --** It shall or shall continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that shall be taken against employees for violation of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about -
   (a) The dangers of drug abuse in the workplace;
   (b) The grantee's policy of maintaining a drug-free workplace;
   (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee shall -
   (a) Abide by the terms of the statement; and

   (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

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

(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

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

1. No Federal appropriated funds have been paid or shall be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It shall require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all sub awards at all tiers including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all SUBRECIPIENTs shall certify and disclose accordingly.

**Authority of Jurisdiction --** The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan** -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

**Section 3 --** It shall comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

| | |
|---|---|
| Signature/Authorized City Official | Date |
| Printed/Typed Name | Title |
| City Name | |

## APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

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

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.

2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

4. Workplace identifications must include the actual address of buildings (or parts of buildings)~~,~~ or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).

6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

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

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

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

7. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

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

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

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

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

**ATTACHMENT A**

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

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

- All applicants authorized to receive public benefits must provide documentation of their lawful presence in the United States through a verification process.

- All eligible applicants must also execute a sworn affidavit stating that the documentation provided during the verification process to prove citizenship or qualified non-citizen is true.

- Employees of Maricopa County and its subcontracted entities are required to report "discovered violations" of federal immigration law.

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

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

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

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

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

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

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

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

**Procedures**

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

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

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

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

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

**Evidence Of U.S. Citizenship Or Lawful Presence**

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

**For Arizona Department of Housing / Housing Trust Fund (ADOH/HTF)**:

An applicant for an ADOH funded service is required to submit at least one of the following **original** documents to verify the applicant's lawful presence in this country.

# SECTION III

## WORK STATEMENT

## Contract # C-22-

# Maricopa County

## Human Services

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

July 2, 2013 DUNS # 00-248-6884

City of Avondale
PY 2013
Single Family Homebuyer Assistance
Single-Family Detached

**Describe the Program Scope of Work:**
Provide down payment, gap financing and closing cost assistance to
eligible first-time homebuyers within the City of Avondale. Assistance will be provided as a forgivable loan with no interest or payments required and will be forgiven in equal increments on
an annual basis for the term of affordability. All homes will be required to meet, at a minimum,
HQS standards.

**Consolidated Plan – Describe goals to be addressed:**
Consolidated Plan goals to be addressed
through this activity include 1) Increasing homeownership opportunities, 2) Affirmatively furthering fair housing and 3) Reducing lead based paint hazards

**Describe special program or development requirements, environmental, technical or legal obstacles that must be resolved to implement this Program?**
There are no obstacles that need to be resolved in order to implement this activity.

**Priority rated in the Consolidated Plan:**

☑ **High** ☐ **Medium** ☐ **Low**

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

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

## B. LOGIC MODEL: PERFORMANCE INDICATORS

| INPUTS/RESOURCES | OUTPUTS | | OUTCOMES | OBJECTIVES |
|---|---|---|---|---|
| | ACTIVITIES | PARTICIPATION | | |
| | | | | |

## C. SITE INFORMATION

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

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

☐ **Deed** ☐ **Purchase Option** ☐ **Lease** ☐ **Purchase Contract**

☑ **Agreement to Lease/Lease Option**

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

☐ **Yes** ☐ **No** ☐ N/A If yes explain:

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

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

## D. PROPOSED BENEFICIARIES

| Targeted Population by Income Level | Number of Households | Total Number of Units | Number of County Assisted Units in program (if rental) |
|---|---|---|---|
| Households at or below **50%** | | | |

| | | | |
|---|---|---|---|
| Households at or below **60%** | 2 | 2 | |
| Households at or below **80%** | 3 | 3 | |
| **TOTAL** | **5** | **5** | |

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

| Priority Populations | No. of Units |
|---|---|
| Elderly | |
| Physically Disabled | |
| Other Priority Populations: | |
| | |

**E. PERFORMANCE REPORTING - GOALS:**

**Completion date:** 4/1/2015
Must be completed within 24 months of contract execution

**TIMELINE OF ACTIVITIES**

| MILESTONES | START DATE | COMPLETION DATE |
|---|---|---|
| Secure subrecipient or contractor to provide homebuyer education and counseling services | 08/01/13 | 10/30/13 |
| Close on property 1 | | 01/15/14 |
| Close on properties 2-3 | | 05/30/14 |
| Close on property 4 | | 09/30/14 |
| Close on property 5 | | 02/28/15 |
| Completion of activity | | 04/01/15 |
| | | |
| | | |

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

**F. PROGRAM FOLLOWUP AND LONG TERM COMMITMENT:**

**Provide method for assuring the program will be used for the original purpose for the required time period (inspections, maintenance, liens, years of affordability per HUD regulations etc.)**
The City will ensure continued affordability of assisted units through the recapture provision by imposing
the HOME program standards based on the direct financial assistance to the homeowner, which includes
down payment assistance, principle buy-down (if any) and closing costs, as follows:
Amount of Subsidy Period of Affordability
< $15,000 5 years
$15,000 - $40,000 10 years
> $40,000 15 years
Recapture is triggered if any of the following occur:
1. Sale of the home
2. Transfer of title
3. Refinancing of the primary mortgage, if refinance does not result in a lower monthly payment or better loan terms or if there is any cash out
4. The home is no longer the primary residence of the buyer(s)

The recapture amount will be determined at the time recapture is triggered based on the total subsidy amount, the length of the loan term and the elapsed time, on a prorated basis. A Deed of Trust and Promissory Note with the City named as the beneficiary will secure the amount of assistance. Recapture will be subject to and limited by the sale net proceeds.

## G. ACTIVITY BUDGET SUMMARY:

| ACQUISITION | TOTAL COST | HOME FUNDS | Source #1 Private Financing | Source #2 _____ | MATCH |
|---|---|---|---|---|---|
| Land | | | | | |
| Buildings | 650000 | 110000 | 540000 | | |
| Closing Costs | 25000 | 13630 | | | 11370 |
| Legal Fees | | | | | |
| **TOTAL** | | | | | |
| **SITE & DEMOLITION** | | | | | |
| Site Work | | | | | |
| Demolition | | | | | |
| **TOTAL** | | | | | |
| **NEW CONSTRUCTION or REHAB** | | | | | |
| Construction Costs | | | | | |
| Builder Overhead | | | | | |
| Builder Profit | | | | | |
| General Requirements | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| Consultant/Specialist | | | | | |
| Permits & Fees | | | | | |
| Construction Contingency | | | | | |
| Sales Tax | | | | | |
| Temporary Relocation | | | | | |
| Other | | | | | |
| **TOTAL** | | | | | |
| **ARCHITECTURAL FEES** | | | | | |
| Design | | | | | |
| Supervision | | | | | |
| Other | | | | | |
| **TOTAL** | | | | | |
| **CONSTRUCTION INTEREST & FEES & LEGAL FEES** | | | | | |
| Construction Interest | | | | | |
| Bond Premium | | | | | |
| Title & recording | | | | | |
| Insurance | | | | | |
| Legal Fees | | | | | |
| Other | | | | | |
| **TOTAL** | | | | | |
| **ADMINISTRATION COSTS** | | | | | |
| Program Delivery | 20000 | | | | 20000 |
| **TOTAL** | 695000 | 123630 | 540000 | | 21370 |
| **OTHER** | | | | | |
| **Other-Itemize** | | | | | |
| | | | | | |
| **GRAND TOTAL** | | | | | |

**H. SOURCE AND AMOUNT OF OTHER RESOURCES**:
(Attach documentation)

| FUNDING AGENCY | CASH AMOUNT | VOLUNTEER/ IN-KIND AMOUNT |
|---|---|---|
| City of Avondale | 21370 | |
| Private Lenders (undetermined at this time) | 54000 | |
| | | |
| | | |
| | | |
| **TOTALS** | **$561370** | **$** |

**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 quarterly Match Logs and a final annual logby June 30th of each year.)

| FUNDING AGENCY | MATCH TYPE | *CASH MATCH | VOLUNTEER/ IN-KIND AMOUNT | TOTAL |
|---|---|---|---|---|
| City of Avondale | Cash | 21370 | | 21370 |
| | | | | |
| **TOTALS** | **$** | **$21370** | **$** | **$** |

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

## J. PROGRAM INCOME:

PROGRAM INCOME: ☐ Will ☑ Will not be generated with this activity

Submit Program Income log monthly

**Program Income will be used for:**

## K. COST OVERRUNS

**Cost overruns will be handled by: The City does not anticipate any cost overruns, however; shoul**

# SECTION IV

## COMPENSATION

## Contract # C-22-

# Maricopa County

## Human Services

## SECTION IV COMPENSATION

A. COMPENSATION

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

B. METHOD OF PAYMENT

SUBRECIPIENT agrees to submit monthly reimbursement requests utilizing the approved Reimbursement Request Form (Attachment 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 Thirty-One Thousand Eight Hundred Seventy-Two dollars ($131,872.00) subject to the terms of this Agreement and availability of funds. This Agreement price constitutes the County entire participation and obligation in the performance and completion of all work to be performed under this Agreement.

D. RELEASE OF FUNDS (ROF)

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

REIMBURSEMENT REQUEST FORM

MARICOPA COUNTY HUMAN SERVICES DEPARTMENT
HOME INVESTMENT PARTNERSHIPS PROGRAM

Invoice Date:
NSORTIUM MEMBER City of Avondale
CM Address: 1007 S. 3rd St.
City/Zip: Avondale, AZ 85323

| FOR MCHSD USE ONLY | | | |
|---|---|---|---|
| CM ALLOCATION | $ 131,872.00 | | |
| ENCUMBRANCE | $ - | EXPENDED | $0.00 |
| BALANCE | $ 131,872.00 | BALANCE | $ 131,872.00 |

SCAL YEAR GOAL: Homebuyer Assistance (5) $123,630.00
CCOMPLISMENTS:

## Y 2013/2014

*NCUMBRANCE DEADLINE July 2015 EXPENDITURE DEADLINE June 2015*

| ROJECT | | 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 |
| | Homebuyer Assistance | $123,630 | | | | | | | |
| | | | | | $ - | - | | | |
| | | | | | $ - | - | | | |
| | | | | | $ - | | | | |
| | | | | | | | | | |
| | | | | | $ - | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| dmin | | $8,242 | | | | | | | |
| | | | | | $ - | 0 | | | |
| | TOTALS | $0.00 | $ - | $ - | $ - | $ - | $ - | | $ - |

# CITY COUNCIL REPORT

**SUBJECT:**
Appointment of Members to the City's Boards, Commissions and Committees and to the positions of Chair and Vice Chair of the Board of Adjustment and the Planning Commission

**MEETING DATE:**
December 2, 2013

**TO:** Mayor and Council

**FROM:** Carmen Martinez, City Clerk (623) 333-1214

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

City Council will consider the Council Subcommittee's recommendations for appointment to the City's Boards, Commissions and Committees.

**DISCUSSION:**

On Thursday, November 20, 2013, the Council Subcommittee hosted a Meet and Greet with candidates for appointment. The subcommittee's recommendations are outlined below. Below are also the subcommittee's recommendations for the positions of Chair and Vice Chair of the Planning Commission and the Board of Adjustment.

| **Board of Adjustment** | |
|---|---|
| Joseph Mosca | 12/31/16 |
| David Sours | 12/31/16 |
| | |
| **Capital Improvement Plan Citizens' Committee** | |
| Lisa Amos . | 12/31/16 |
| Richard Childress | 12/31/16 |
| Bryan Kilgore | 12/31/16 |
| | |
| **Energy, Environment and Natural Resources Commission** | |
| Arnaud Irakoze | 12/31/16 |
| Joseph Mosca | 12/3/116 |
| Robert McElfresh (Alternate) | 12/31/16 |
| | |
| **Library Advisory Board** | |
| Angela Cardone | 12/31/16 |
| | |
| **Municipal Art Committee** | |
| Robert McElfresh | 12/31/16 |
| Shannon Smith | 12/31/16 |
| Carin Vierhout | 12/31/16 |

| Neighborhood and Family Services Commission | |
|---|---|
| Kathryn McKinney | 12/31/16 |
| Shannon Smith | 12/31/16 |
| John Campbell (Alternate) | 12/31/16 |
| Bryan Kilgore (Alternate) | 12/31/16 |
| | |
| **Parks and Recreation Advisory Board** | |
| Ronald Butts | 12/31/16 |
| | |
| **Planning Commission** | |
| Gary Smith | 12/31/16 |
| | |
| **Personnel Board of Appeals** | |
| Robert McElfresh (Alternate) | 12/31/16 |
| Gary Smith (Alternate) | 12/31/16 |
| | |
| **Risk Management Trust Fund Board** | |
| Richard Childress | 12/31/16 |

The Subcommittee is recommending that Joseph Sindle be appointed to the position of Chair and Joseph Mosca to the position of Vice-Chair of the Board of Adjustment. For the Planning Commission, the recommendation is that Kevin Kugler be appointed to the position of Chair and Lisa Amos to the position of Vice Chair of the Planning Commission.

On October 21, 2013, the City Council established the Judicial Advisory Board to evaluate and recommend to the City Council a list of three of the best qualified applicants for the position of City Judge in cases where there is a vacancy and to evaluate and recommend to the City Council whether a sitting judge should be retained.

Per the ordinance, membership in the Judicial Advisory Board shall include the presiding judge of the Arizona Superior court for Maricopa County of his designee, an active member of the State Bar Association, an active member of the Maricopa County Bar Association, a municipal court judge and four resident members. .

Staff has reached out to the Honorable Norman J. Davis for his designation from the AZ Superior Court and is awaiting his answer. Requests for recommendations have also been made to the State Arizona Bar Association and the Maricopa County Bar Association. Staff reached out to Judge Elizabeth Finn of the Glendale Municipal Court and she has graciously agreed to be a member in the Avondale Judicial Advisory Board. As far as resident members, the Council Subcommittee is recommending that the following resident members be appointed to the Judicial Advisory Board.

| Judicial Advisory Board – Municipal Court Judge | |
|---|---|
| The Honorable Elizabeth Finn | 7/1/15 |
| | |
| **Judicial Advisory Board – Resident Members** | |
| Betty Lynch | 7/1/15 |
| Kathryn McKinney | 7/1/15 |
| Allan Switalski | 7/1/17 |
| Andi Welsh | 7/1/17 |

## RECOMMENDATION:

Staff is recommending approval of the Council Subcommittee's recommendations for appointment to the City's Boards, Commissions and Committees and to the positions of Chair and Vice Chair of the Planning Commission and the Board of Adjustment.

## ATTACHMENTS:

**Click to download**

No Attachments Available

# CITY COUNCIL REPORT

**SUBJECT:**
Resolution 3155-1213 - Intergovernmental Agreement with Maricopa County for Youth Workforce Development Services

**MEETING DATE:**
December 2, 2013

**TO:** Mayor and Council

**FROM:** Gina Montes, Neighborhood & Family Services Director (623) 333-2727

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

The purpose of this agreement is to establish a partnership with the Maricopa County Human Services Department, Maricopa Workforce Connections (MCW) that will allow use of the Executive Conference Building located at 124 S. 4th St Street for the provision of WIA (Workforce Investment Act) youth program services.

**BACKGROUND:**

The Neighborhood & Family Services Department with the assistance of Parks, Recreation & Libraries recently completed minor improvements to the Executive Conference Building in order to accommodate additional youth programming. It is optimally located near the Sam Garcia Library and the Tri-City Thornwood Boys & Girls Club next to DeConcini Park. An opportunity has arisen for Maricopa County to provide youth workforce services at the site through Workforce Investment Act funding. Maricopa Workforce Connections would make the Avondale site a hub for regional workforce investment services. The program's goal is to increase the employment, retention, and earnings of participants. A full range of services will be provided to economically disadvantaged youth 14 through 21 years of age who may face barriers to staying in school, completing high school or finding stable employment.

**DISCUSSION:**

The proposed agreement will enable Maricopa Workforce Connections to establish a program in Avondale to offer selected youth workforce development services at a location that is easily accessible to the targeted population. The location will serve as a comprehensive MWC Youth Center for the southwestern section of Maricopa County. A Career Guidance Specialist will provide outreach, eligibility and case management services to youth on a full-time basis. The center will house a computer lab and a multi-purpose classroom. These rooms will be used to provide on site GED classes, tutoring, assessments, pro-social activities, various workshops and specialized training.

Maricopa County staff will work collaboratively with a variety of organizations in the area to expand the array of services offered to youth. Partnerships will be developed with educational institutions, employers, non-profits, City and County departments to enhance the youth program activities.

Maricopa Workforce Connections seeks to provide effective and innovative services to youth that assist youth in making a successful transition to employment and further education. A wide range of activities and services will be available to assist youth, especially at-risk youth, in making a successful transition to adulthood including:

- Tutoring, study skills training and instruction leading to secondary school completion, including dropout prevention strategies
- Alternative secondary school
- Summer Employment
- Paid and unpaid work experience
- Occupational skill training
- Leadership development
- Supportive services
- Adult mentoring
- Follow-up Services
- Comprehensive guidance and counseling

The city providing the building at no cost to Maricopa Workforce Connections will result in Avondale youth having easier access to the full array of Workforce Investment Act services. The formerly under utilized building will become another positive outlet for youth and will further strengthen the services and partnerships to benefit youth.

**BUDGETARY IMPACT:**

No additional funds are needed. Direct costs will be reimbursed by Maricopa County.

**RECOMMENDATION:**

Staff is recommending that City Council adopt a resolution authorizing an Intergovernmental Agreement with the Maricopa County Human Services Department, Maricopa Workforce Connections (MCW) that will allow use of the Executive Conference Building for the delivery of WIA (Workforce Investment Act) youth program services and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

**Click to download**

- Resolution 3155-1213

**RESOLUTION NO. 3155-1213**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY RELATING TO YOUTH WORKFORCE DEVELOPMENT SERVICES.

**BE IT RESOLVED** BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The Intergovernmental Agreement with Maricopa County, administered by its Human Services Department, relating to providing youth workforce development services (the "Agreement") is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, December 2, 2013.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3155-1213

(Agreement)

See following pages.

**INTERGOVERNMENTAL AGREEMENT**
**BETWEEN**
**MARICOPA COUNTY**
**AND**
**THE CITY OF AVONDALE**

This intergovernmental agreement (this "Agreement") between the City of Avondale, an Arizona municipal corporation (the "City") and Maricopa County, Arizona, a political subdivision of the State of Arizona (the "County") acting by and through the Maricopa County Human Services Department, Maricopa Workforce Connections (the "MWC"). The County, MWC and the City may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. The City owns and operates property located at 124 South 4th Street (the "Center").

B. MWC desires to utilize the Center to provide youth program services as funded by the Workforce Investment Act (the" Program").

C. The City and MWC desire to work collaboratively with various other organizations to expand the array of services offered to youth in the west valley.

D. MWC and the City are authorized to enter into this Agreement pursuant to Ariz. Rev. Stat. § 11-952 and 11-952.

E. The City and MWC desire to enter into this Agreement to establish the Parties' rights and obligations with respect to MWC's use of the Center to provide Program services.

AGREEMENT

NOW, THEREFORE, in consideration for going recitals which are incorporated herein by reference, the following mutual covenants and conditions and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term**.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until December 2, 2014 (the "Initial Term"), unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of the Agreement, MWC requests, in writing, to extend the Agreement for an additional one-year term and (iii) the City approves the additional one-year term in writing, as evidenced by the City Manager's signature thereon, which approval may be withheld by the City

for any reason. MWC's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of MWC, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Center Usage. MWC may use the Center to provide Program services as provided in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference. MWC shall have access to the Center during the designated hours as determined by the City and MWC. MWC's use of the Center shall not interfere with the City's use of the Center or the use of the Center by any other City-authorized user.

3. MWC Obligations. MWC shall:

3.1 Staffing. Ensure that MWC staff are available to conduct the Program services at the Center. MWC staff providing Program services at the Center shall obtain Kids at Hope Module I and Module II training.

3.2 Materials. Provide and maintain, at its sole cost and expense, all equipment and materials necessary to conduct the Program services at the Center, including all software; including operating systems, VOIP phones, copiers, fax machines and printers and any other items required for Program operations. MWC shall be responsible for maintaining and securing all MWC property located at the Center. The City shall not be liable for the loss of or damage to any MWC equipment or materials.

3.3 Information Technology. Pay for all costs and expenses incurred in establishing a network system and maintaining a wireless connection (a "Network") at the Center for Program use. MWC Information Technology staff shall consult and coordinate with the City Information and Technology Department prior to installing or operating a Network at the Center.

3.4 Expenses. Pay the City for all utility and janitorial service costs incurred by the City for MWC's use of the Center (the "MWC Expenses"). MCW shall pay the City within 30 days of receipt of an invoice from the City for the MWC Expenses.

3.5 Program Participants. Provide opportunities for the City's Next STEP program participants to receive work-readiness training at the Center.

3.6 Jointly Develop Partnerships. Jointly develop with the City partnerships with City and County departments, educational institutions, corporations, non-profits and other organizations to participate in Program activities.

4. City Obligations. The City shall:

4.1 City Liaison. Identify a City staff member to serve as the point of contact for MWC.

4.2 Furniture. Provide MWC with use of City furniture located at the Center. The City has no obligation to provide equipment or materials to the Program, except as otherwise specifically set forth in this Agreement.

4.3 Training. Provide Kids at Hope Module I and Module II training to MWC staff.

4.4 Jointly Develop Partnerships. Jointly develop with MWC partnerships with City and County departments, educational institutions, corporations, non-profits and other organizations to participate in Program activities.

5. Maintenance. MCW shall maintain the Center and all City property located therein in good condition. The City shall provide general maintenance to the Center to maintain the Center in good condition for MCW use. MCW shall be responsible for all costs associated with making any repairs to the Center and any City property for damage caused thereto during MWC's use. Upon termination of this Agreement, MCW shall, at its sole cost and expense restore the Center and all City property therein to good condition, normal wear and tear excepted.

6. Capital and Operating Expenditures; Budget. Nothing in this Agreement shall be construed as committing the City to incur capital expenditures for equipment, facilities, or otherwise or to incur expenses not expressly set forth in this Agreement.

7. Termination; Cancellation

7.1 Conflict of Interest. This Agreement is subject to cancellation in accordance with the provisions of ARIZ. REV. STAT. § 38-511.

7.2 For Convenience. Either Party may terminate this agreement at any time, with sixty (60) days notice in writing to the other Party. Such notice shall be given by personal delivery or by registered or certified mail.

7.3 Availability of Funds. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The Parties shall be the sole judge and authority in determining the availability of funds necessary for the operations of this Agreement and shall keep the other Party fully informed as to the availability of funds for this Agreement. he obligations of the Parties to make any payment pursuant to this Agreement, if any, is a current expense of such Party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness either Party. If the Parties' governing bodies fail to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Parties may accept a decrease in the Program services offered or terminate this Agreement at the end of then-current fiscal year and the Parties shall be relieved of any subsequent obligation under this Agreement.

8. Safeguarding of Participant Information. The use or disclosure by any Party of any information concerning an applicant for, or recipient of, Program services under this Agreement is

directly limited to the conduct of this Agreement. The City and its agents shall safeguard the confidentiality of this information, just as it would safeguard its own confidential information

9. Insurance. Each Party agrees to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self-insurance program may fulfill the insurance requirement.

10. General Indemnification. To the fullest extent permitted by law, each Party shall indemnify, defend and hold harmless the other Party and each council/board member, officer, employee or agent thereof (the Party being indemnified and any such person referred to herein as an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions in connection with use of the Center by the other Party, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage secured by the indemnifying Party will in no way be construed as limiting the scope of the indemnity in this Section.

11. Employment Disclaimer. The Parties acknowledge and agree that the services provided under this Agreement are being provided by each Party as an independent contractor, not as an employee or agent of the other Party, except as provided in subsection 14.6. Each Party, its employees and subcontractors are not entitled to workers' compensation benefits from the other Party. The Parties do not have the authority to supervise or control the services provided under this Agreement by the other Party, its employees or subcontractors. Each Party shall determine the time of its performance of the services provided under this Agreement subject to the requirements set forth herein. The Parties do not intend to nor will they combine business operations under this Agreement.

12. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. The City certifies to the best of its knowledge and belief, that it and its council members, directors, officers and agents (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have not within a three-year period 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; (iii) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the paragraphs above; and (iv) have not within a three-year period had one or more public transactions (federal, state, or local) terminated for cause or default.

13. Federal Immigration and Nationality Act. The Parties understand and acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA). The Parties agree to comply with the IRCA in performing under this Agreement and to permit the other Party to inspection of personnel records to verify such compliance. By entering into this Agreement, both Parties warrant compliance with the Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations related to the immigration status of its employees. Both Parties shall obtain statements from their subcontractors certifying compliance and shall furnish the statements to the County Procurement Officer upon request. These warranties shall remain in effect through the term of this Agreement. Both Parties and their subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under this Agreement. I-9 forms are available for download at USCIS.GOV. The Parties may request verification of compliance for any employee or subcontractor performing work under this Agreement. Should either Party suspect or find that the other Party or any of its subcontractors are not in compliance, the Party may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of this Agreement for default, and suspension and/or debarment of the other Party. All costs necessary to verify compliance are the responsibility of the requesting Party.

14. Miscellaneous.

14.1 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting this Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.2 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid or unenforceable by a court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

14.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the County. A written amendment, shall be required whenever the Agreement period is lengthened or shortened and for any other changes in terms and conditions of this Agreement which the Parties deem substantial.

14.4 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

14.5 Notices and Request. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Charles P. McClendon, City Manager

With copy to: GUST ROSENFELD, P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire, Esq.

If to the County: _____
_____
_____
Attn: _____

14.6 Worker's Compensation. An employee of either Party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each Party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022 in substantially the following form:

> "All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation."

14.7 Assignment; Delegation. No right or interest in this Agreement shall be assigned by a Party to this Agreement without prior, written permission of the other Party signed by its persons duly authorized to enter into contracts on behalf of the Parties, and no delegation of any duty of any Party shall be made without prior, written permission of the other Party signed by its persons duly authorized to enter into contracts on behalf of the Parties. Any attempted assignment or delegation by either Party in violation of this provision shall be a breach of this Agreement.

14.8 Subcontracts. No subcontract shall be entered into with any other party to furnish any of the services specified herein without the prior written approval of the Parties to this Agreement.

14.9 Attorneys' Fees. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.10 Compliance with Applicable Laws. Each Party shall comply with all applicable laws, ordinances, executive orders, rules, regulations, standards, and codes of the federal, state, and the City whether or not specifically referenced herein. Unless exempt under federal law, both Parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5, as updated in State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities. Both Parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment of qualified persons because of physical or mental disability. Both Parties shall comply with the requirements of the Fair Labor Standards Act of 1938 as amended. Both Parties shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of, or participation in, contract services on the basis of race, color, or national origin. Both Parties shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibits discrimination on the basis of physical or mental disabilities in the provision of contract programs, services, and activities.

14.11 E-Verify. Both Parties warrant that it is in compliance with Ariz. Rev. Stat. § 41-4401 and further acknowledge that (i) its subcontractors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Ariz. Rev. Stat. § 23-214(A), (ii) a breach of a warranty under sections listed above, shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement, (iii) the contracting government entity retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this Agreement to ensure that the parties are complying with the warranty provided under subsections listed above and that the Parties agree 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) nothing herein shall make the City or its agents or employees of the contracting government entity.

14.12 Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

14.13 Captions. Captions and section headings used herein are for convenience only and are not a part of this Agreement and shall not be deemed to limit or alter any provisions hereof and shall not be deemed relevant to construing this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

| **CITY OF AVONDALE** | **MARICOPA COUNTY** |
|---|---|
| _____ | _____ |
| Charles P. McClendon, City Manager | Chairman, Board of Supervisors |
| _____ | _____ |
| Date | Date |
| Attested to: Attested | to: |
| _____ | _____ |
| Carmen Martinez, City Clerk | Fran McCarroll, Clerk of the Board |

This Agreement has been reviewed by the undersigned legal counsel for the County and the City who have determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona.

| | |
|---|---|
| This _____ day of _____, 2013 | This _____day of _____, 2013 |
| _____ | _____ |
| Andrew J. McGuire, City Attorney Attorney | for County |

**Exhibit A**
**Maricopa Workforce Connections**
**Youth Services Program**
**Scope of Work**

## Background

The Workforce Investment Act of 1998 (WIA) provides workforce investment activities through statewide and local workforce investment systems and includes three funding streams to make services available to adults, dislocated adults, and youth. Youth workforce investment activities are intended to provide youth development services for economically disadvantaged youth 14 through 21 years of age who may face barriers to staying in school, completing high school or finding stable employment. The County is one of twelve local workforce areas within the State of Arizona. The statewide system, known as Arizona Workforce Connections (AWC) is overseen by the Workforce Arizona Council (WAC). AWC is the "brand" adopted by the WAC for the statewide system. The Maricopa Workforce Connection (MWC) is administered by the Maricopa County Human Services Department (MCHSD) Workforce Development Division and is the local workforce area for the County, which is an affiliate of AWC. The Department is the recipient of WIA funds. The MWC youth program services are funded through WIA.

## Mission and Vision

The mission of the MWC Youth Program (the "Program") is to create and improve academic, occupational, and civic opportunities for youth to succeed by providing comprehensive, quality support for their transition from experiential adolescence to competent adulthood. The Program's **vision** is to empower the emerging and growing generation to achieve life-long success, contributing to the overall well-being of their community.

## Center Use and Staffing

The Center will serve as a comprehensive MWC Youth Center for the southwestern section of Maricopa County. A MWC Youth Career Guidance Specialist (YCGS) will be based at the Center to conduct outreach, eligibility and case management services to youth. The Center will house a computer lab and a multi-purpose classroom. These rooms will be used to provide onsite GED classes, tutoring, assessments, pro-social activities, various workshops and specialized training.

## Program Services

The Program provides a full range of services such as:

- Opportunities for eligible youth in activities related to leadership, development, decision-making, citizenship, and community service;
- Involvement of employers and links to local labor markets with emphasize on high-demand, high-growth occupations in Maricopa County;

- Ensure on-going mentoring opportunities for eligible youth with adults committed to providing such opportunities;
- Opportunities for training to eligible youth;
- Youth services such as internships and work experiences in high-demand, high-growth occupations;
- Continued supportive services for eligible youth; and
- Incentives for recognition and achievement to eligible youth

Youth programming shall achieve the goal of assisting youth in making a successful transition to employment and further education. A wide range of activities and services will be available to assist youth, especially at-risk youth, in making a successful transition to adulthood.

**Local Program Services**

The Program and activities and services provided at the Center shall consist of:

- Outreach and Recruitment
- Eligibility Determination/Intake/Assessment
- Program Enrollment
- Development of an Individual Service Strategy (ISS – employment/education plan)
- Case Management – Coordination of services
- Supportive Services
- Program Completion – Follow-up and Retention Services

WIA mandates that the Program make 10 service elements available to both In-School and Out-of-School Youth. The ten Program elements will be provided to youth, as needed. An In-School Youth is defined as a youth 14 to 21 year of age who has not received a diploma or its equivalent and is attending school (including alternative school). An Out-of-School Youth is defined as a youth ages 16 to 21 who is a high school dropout (including alternative school) who has not received a secondary school diploma or its equivalent or is a high school graduate (attained diploma/ equivalent) and is basic skill deficient, unemployed, or underemployed.

WIA Program Elements:

1. Tutoring, study skills training and instruction leading to secondary school completion, including dropout prevention strategies
2. Alternative secondary school
3. Summer Employment
4. Paid and unpaid work experience
5. Occupational skill training
6. Leadership development
7. Supportive services
8. Adult mentoring
9. Follow-up Services

10. Comprehensive guidance and counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth

In addition, specialized services will be provided, as needed, to include: parenting classes, pregnancy postponement, diversion services, mentoring, specialized counseling for behavioral, substance abuse, etc.

**Program Eligibility**

Youth served under the Program must meet the following criteria:

- Reside within the service area – Maricopa County, outside of the City of Phoenix
- Low-income as defined by WIA;
- Ages of 14 through 21 at the time of registration;
- Legal citizen or resident of the US with the right to work;
- Be registered for Selective Service, as appropriate; **AND**
- Have at least one of the following barriers (i) deficient in basic literacy skills (reading, math, or language below the 8th grade level), (ii) homeless, runaway, or foster child, (iii) pregnant or parenting, (iv) dropout, (v) offender or (vi) an individual who requires additional assistance to complete an educational program or to secure and hold employment. Individuals who are defined "at-risk" by MWC based upon assessment of skill needs, barriers, and / or referral from Juvenile Justice Court System, Program providers, or local education agencies.

All eligible youth will undergo a preliminary assessment to determine their ability to benefit from program services, identify academic abilities, employment skills, interests, aptitudes, attitudes towards work, motivation, behavioral patterns affecting employment potential, supportive service needs, family situation and barriers to employment. The goal is to accurately evaluate the youth in order to develop a customized, Individual Service Strategy (ISS) to meet his/her individual needs.

The YCGS will develop and implement an ISS with each participant. Through the ISS development, the YCGS will guide the participant through a process to identify educational/ employment goals and specific solutions and activities that will enable the participant to reach the identified goals.

**Program Hours**

Services for **In-School Youth** will be provided after school hours and may include: tutoring, study skills, career exploration, life skills, financial literacy, work readiness and pro-social activities such as arts, sports, robotics, and entrepreneurial activities.

Services for **Out-of-School Youth** include those listed above will be provide as designated by the Program and may include: paid/unpaid work experience, job shadowing, job and career fairs,

college/apprenticeship tours, alternative secondary school or GED classes, and instruction on applying for federal financial aid programs and scholarships.

Some of the service will be provided in group settings, such as after school activities, job readiness workshops and life skills training. These "cohorts" will help develop interpersonal skills, teamwork and promote a supportive atmosphere.

Youth that have completed the program will continue to work with their YCGS for up to 12 months following the completion of the program. Post program support will include monthly contact, community referrals, job referrals, and support services to assist the youth in achieving their educational and employment goals.

**Special Events**

Youth alumni meetings will be held at the Center to provide support for youth that has completed the Program. Alumni meetings will provide an opportunity for youth to come together to share their individual experiences, successes, information regarding potential job opportunities and community resource information.

Guest speakers will be scheduled throughout the Program year to discuss a variety of employment, educational and youth related topics. In addition, the Center will be used to host larger events such as job fairs, career fairs, and a variety of social events.

**Operational Contacts**

Communication and details concerning the operations of the Program shall be directed to the following contact representatives:

Patricia Wallace, Assistance Director
Maricopa Workforce Connections
Maricopa County City
234 N. Central, Suite 3000
Phoenix, Arizona 85004
(602) 506-4146 (602)
wallacep001@mail.maricopa.gov

Chris Lopez
Youth Development
of Avondale
1007 South 3rd Street
Avondale, Arizona 85323
333-2700
clopez@avondale.org

# CITY COUNCIL REPORT

**SUBJECT:**
Green Waste Pilot Program

**MEETING DATE:**
December 2, 2013

**TO:** Mayor and Council

**FROM:** Wayne Janis, P.E., Public Works Director, 623-333-4411

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Discussion regarding pilot program for green waste collection. Council will provide direction.

**BACKGROUND:**

The City currently offers three types of services in the sanitation program. A curbside container refuse collection once a week, a curbside container recycling collection once a week and a curbside bulk trash collection once a month. This collection process has been in place for ten years. The curbside refuse containers and bulk trash program generate 23,500 tons of trash each year, which ends up in the landfill. The City's recycling program diverts 5,000 tons of materials from landfilling each year.

Staff has been evaluating options to increase our diversion rate withminimal impact on cost and service to our customers. Providing a seperate green waste collection in the bulk trash program was discussed as a viable option.

**DISCUSSION:**

Staff has been evaluating the implemention of a green waste collection program. There are several factors that had to be considered to get the program started.

- Where would be an appropriate site for the deposal of the material?
- How would the material be collected (contained or uncontained)?
- What type of material would be accepted?
- What types of resources would be required (manpower and equipment)?
- Would the materials have to be chipped?
- What would happen to the materials?
- What would be the cost?

The first step was to locate a place to take the materials. Only places that would be processing the materials for re-use were considered. Staff contacted two west-side farming companies. Both companies would re-use the materials in their composting operation. The following options were presented:

Hickman Family Farms offered two alternatives, both of which require all materials to be chipped by the City.

- The City delivers materials to Arlington at no cost, this is approximately a 33 mile trip one-way
- Roll off service, which includes placement, container, pickup and delivery at a cost of $250.00 per pickup

Duncan Family Farms offered two alternatives. Both alternatives require the City to deliver the materials to the composting facility at 5239 N. Sarival Rd.- this is approximately a 10 mile trip one-way.

- Materials chipped by the City $27 tipping fee
- Materials delivered whole $32 tipping fee

When evaluating the alternatives, chipping the materials was problematic. The City does not have the equipment and it would increase the amount of labor required.

Staff decided to test the program using the Duncan Family Farms alternative 2. The location was the closest and did not require the materials to be chipped.

Starting in Zone 1 during the month of October, resources were dedicated to collecting green waste seperate from other items set out for bulk pickup. After different trial configurations, a seperate two-man crew utilizing a brush truck and a tractor was most effective. This crew follows the same zone pattern as the existing bulk crew. The crew picks only green waste that is easily seperated from any other material set out for collection. The material consists of brush and limbs. Items that are not acceptable in the program are palm fronds, oleanders and cactus. Bagged grass clippings were not collected, due to the labor involved in removing the plastic bags as well as the risk of exposure to contaminants that may be in the bags.

The first 7 weeks of testing the program resulted in diversion of over 207,000 lbs of green waste material. Duncan Family Farms staff has indicated that the material staff delivered was high quality. This led them to decrease the tipping fee from $32 per ton to $24 per ton.

After analyzing data from the test period, staff believes the program is feasible. Staff is aksing Council to consider a six-month pilot program beginning in January for green waste collection. A pilot program would allow staff to advertise the program to residents, continue to collect data, measure operational impacts and further analyze the cost of the program.

**BUDGETARY IMPACT:**

Preliminarily staff estimates the following budgetary needs for the program:

| | |
|---|---|
| Equipment Operator | $60,000 (on-going) |
| Claw Tractor | $85,000 (one-time) |
| Increased Maintenance | $35,000 (on-going) |
| Increased Fuel | $25,000 (on-going) |

**RECOMMENDATION:**

Staff asks City Council to consider a six month pilot program for green waste collection beginning January 2014.

**ATTACHMENTS:**

**Click to download**

No Attachments Available

# CITY COUNCIL REPORT

**SUBJECT:**
EXECUTIVE SESSION

**MEETING DATE:**
December 2, 2013

**TO:** Mayor and Council

**FROM:** Andrew McGuire, City Attorney (602) 257-7664

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

City Council may hold an executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(4) for discussion or consultation with the City's Attorney in order to consider its position and instruct the City's Attorney regarding potential litigation with respect to tax matters.

**ATTACHMENTS:**

**Click to download**

No Attachments Available