

**NOTICE OF REGULAR MEETING
COMMON COUNCIL OF THE CITY OF COOLIDGE
MONDAY, APRIL 25, 2011 - 7:00 P.M.
COUNCIL CHAMBERS – 911 S. ARIZONA BOULEVARD
PINAL COUNTY, COOLIDGE, ARIZONA**

Members of the City of Coolidge City Council will attend either in person or by telephone conference call or video communication.

CALL TO ORDER:

1. Pledge of Allegiance
2. Roll Call

PRESENTATIONS:

3. Monthly report by the Coolidge Youth Coalition.

CALL TO THE PUBLIC

THE PROCEDURES TO FOLLOW IF YOU ADDRESS THE COUNCIL ARE: COUNCIL REQUESTS THAT YOU EXPRESS YOUR IDEAS IN FIVE MINUTES OR LESS AND REFRAIN FROM ANY PERSONAL ATTACKS OR DEROGATORY STATEMENTS ABOUT ANY CITY EMPLOYEE, A FELLOW CITIZEN, OR ANYONE ELSE WHETHER IN THE AUDIENCE OR NOT. THE MAYOR WILL LIMIT DISCUSSION WHENEVER HE DEEMS SUCH AN ACTION APPROPRIATE TO THE PROPER CONDUCT OF THE MEETING. AT THE CONCLUSION OF AN OPEN CALL TO THE PUBLIC, INDIVIDUAL MEMBERS OF THE COUNCIL MAY RESPOND TO CRITICISM MADE BY THOSE WHO HAVE ADDRESSED THE COUNCIL, MAY ASK STAFF TO REVIEW A MATTER OR MAY ASK THAT A MATTER BE PUT ON A FUTURE AGENDA. HOWEVER, MEMBERS OF THE COUNCIL SHALL NOT DISCUSS OR TAKE LEGAL ACTION ON ANY MATTERS DURING AN OPEN CALL TO THE PUBLIC UNLESS THE MATTERS ARE PROPERLY NOTICED FOR DISCUSSION AND LEGAL ACTION.

BUSINESS:

CONSENT AGENDA - ALL CONSENT ITEMS WERE REVIEWED INDIVIDUALLY. ALL CONSENT AGENDA ITEMS MAY BE ENACTED BY ONE MOTION AND APPROVED. ANY ITEM MAY BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY IF A MEMBER OF THE COUNCIL SO REQUESTS. CONSENT ITEMS ARE MARKED WITH AN ASTERISK (*).

4. *Consider approval of the Amended Minutes for the regular meeting held on December 13, 2010. **Discussion and action.**
5. *Consider approval of lifting the hiring freeze to fill two (2) vacant volunteer firefighter positions in the Coolidge Fire Department; allowing staff to fill the positions from the eligibility list from the last testing. **Discussion and action.**
6. * Consider approval of entering into a First Amendment to Consulting Agreement between the City of Coolidge and Mr. Albert Holler & Associates for supplemental tax audit services to include ten (10) additional audits in the amount of \$28,000 and extending the termination date through June 30, 2012. **Discussion and action.**

7. *Consider approval of making the third and fourth quarterly payments to the Central AZ Regional Economic Development Foundation (CAREDF) in the amount of \$16,012.50 as budgeted. **Discussion and action.**
8. Consider approval of entering into a Fourth Amendment to Design Build Contract between the City of Coolidge and II K's Commercial Contracting LLC for the City of Coolidge Transit Facility; authorizing the Mayor to execute the contract. **Discussion and action.**
9. Consider approval of entering into a Funding Agreement between the Arizona Department of Housing and the City of Coolidge for State Housing Funds to continue the City's Owner Occupied Housing Rehabilitation Program (Contract #301-11). **Discussion and action.**
10. Consider approval of entering into a Community Showcase and Banner Program Agreement; and entering into the Addendum to Community Showcase and Banner Program Agreement between CGI Communications, Inc. and the City of Coolidge for the purpose of adopting the NLC Showcase Video Program which will showcase the assets and attributes of the City of Coolidge; and approving the Letter of Introduction (which is a draft to be modified as needed by the City staff). **Discussion and action.**

REPORT FROM THE MAYOR-COUNCIL AND/OR CITY MANAGER

ADJOURNMENT

THIS NOTICE IS POSTED IN ACCORDANCE WITH THE CITY CODE 2-4-1 OF THE CITY OF COOLIDGE AND A.R.S. §38-431, ET SEQ. ALL MEMBERS OF THE PUBLIC ARE INVITED TO ATTEND THIS MEETING.

DATED this 20th day of April, 2011


Norma Ortiz, City Clerk

PERSONS WITH DISABILITIES NEEDING REASONABLE ACCOMMODATIONS, INCLUDING LARGE PRINT MATERIALS OR INTERPRETERS, SHOULD CONTACT THE ADA COORDINATOR AT (520) 723-5361 OR TDD LINE (520) 723-4653 NO LATER THAN 10:00 A.M. APRIL 25, 2011.

The Agenda and all supporting documents and materials pertaining to this Agenda together with Staff and Department Reports are available for viewing in City Hall and the Library during normal business hours.

POST: 4-20-11

TIME: 5:00 P.M.

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Norma Ortiz

From: Sharon Boyd [cycsharonboyd@gmail.com]

Sent: Thursday, April 07, 2011 12:09 PM

To: Norma Ortiz

Subject: CYC Report to City Council on April 25th

Hi Norma!

Missed you at the last City Council meeting. I wanted to drop you a note and let you know that Michael Flores, II is going to present the CYC Report to City Council on April 25th. Michael will be talking about the CYC's Annual Safe and Sober Grad Night. He maybe showing some pictures only on a laptop but there will be no "handouts" to go into the Council member's packets.

If you need any further information from me, please do not hesitate to call.

As always, thank you for your help and support.

Sharon Boyd

4/8/2011

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AMENDED

**Regular Meeting
December 13, 2010
Page 1**

7:00 P.M.

A Regular Meeting of the Common Council of the City of Coolidge was held in the Council Chambers, 911 S. Arizona Boulevard, Coolidge, Arizona. Mayor Thomas Shope called the meeting to order at 7:03 p.m. Those present in addition to Mayor Shope were Councilmembers Judy Rotz-Lopez, Richard Lister, Les Curry, Jon Thompson and Vice-Mayor Gilbert Lopez. Councilmember Randall Rushing was absent. Also present were City Manager Robert Flatley, City Attorney Denis Fitzgibbons and City Clerk Norma Ortiz.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Shope.

PRESENTATIONS

A check presentation by Gila River Indian Community for Proposition 202 funding awarded to the Coolidge Unified Schools and the Coolidge Fire Department.

Mayor Shope introduced Chief of Staff, Greg Mendoza from the Office of Governor William R. Rhodes who introduced Councilman Hogue, Cheryl Pablo and Gina with the Gila River Newspaper. He then invited Councilman Hogue and Mayor Shope to come forward to present Superintendent Dr. Cecilia Johnson, with the Coolidge Unified School District with a check in the amount of \$81,640; and Fire Chief Mickey McHugh with a check for \$50,000. There was discussion.

Retirement recognitions for city employees.

Executive Assistant Jacqueline Hendrie-Henry and Public Works Director/City Engineer Donald G. Peters were both recognized for their retirement from the City of Coolidge. Mayor Shope and Council extended their congratulations to both and wished them the best of luck on their retirement. There was discussion.

Monthly report and "Business Spotlight Member" recognitions by the Coolidge Chamber of Commerce.

Mr. Gabe Garcia recognized DJM Mobile Notary and Shope's Market for being selected as "Business Spotlight Member" for the month of December. Ms. Delores Michaels and Mr. Tom Shope were both present to comment on their place of business and to thank the Chamber for their recognition.

Ms. Lynn Parsons and Mr. Gabe Garcia then gave the monthly Chamber report for the month of November, 2010; and advised of upcoming Chamber events for the month of December. There was discussion.

Regular Meeting
December 13, 2010
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Monthly report by the Coolidge Youth Coalition.

Ms. Sharon Boyd gave a monthly report on the Coolidge Youth Coalition and thanked the Mayor, Council and City for all their support. There was discussion.

CALL TO THE PUBLIC

There were no comments made by the public.

BUSINESS

Consider approval of the minutes for the regular and special meetings held on November 8th; and the regular meeting held on November 22nd, 2010.

Council considered approval of the minutes for the meetings held in November 2010. There was no discussion. *MOTION* was made by Vice-Mayor Lopez to approve the minutes for the regular and special meetings held on November 8th; and the regular meeting held on November 22nd, 2010. *SECOND* was made by Councilmember Rotz-Lopez and passed unanimously.

Consider approval of the FY 09/10 Comprehensive Annual Financial Report (Audit) performed by Colby & Powell, PLC.

Finance Director Pannella briefly hi-lighted some of the financial activities for the audit performed on the FY 09/10 Comprehensive Annual Financial Report (CAFR). There was discussion. *MOTION* was made by Councilmember Lister to approve of the FY 09/10 Comprehensive Annual Financial Report (Audit) performed by Colby & Powell, PLC. *SECOND* was made by Vice-Mayor Lopez and passed unanimously.

Consider approval of the Budget Schedule for the FY 11/12 budget workshops.

Finance Director Pannella presented Council with a proposed budget schedule for the FY 11/12 budget workshops and asked Council for direction on how to proceed. There was discussion. *MOTION* was made by Councilmember Rotz-Lopez to approve the Budget Schedule as presented for the FY 11/12 budget workshops. *SECOND* was made by Vice-Mayor Lopez and passed unanimously.

Resolution No. 10-31; A Resolution of the Mayor and Common Council of the City of Coolidge, Arizona, in support of the City's grant application to the Arizona Department of Transportation (ADOT) for Local Transportation Assistance Fund II (LTAF II) funds for transit related uses.

Finance Director Pannella advised Council of Resolution No. 10-31; that supports a grant application to the Arizona Department of Transportation for additional Local Transportation Assistance Fund II (LTAF II) funding. There was discussion. *MOTION* was made by Councilmember Lister to adopt Resolution No. 10-31; A Resolution of the Mayor and Common Council of the City of Coolidge, Arizona, in

Consider approval of Change Order #9 submitted by Haydon Building Corp. in the amount of \$29,749.91 for the Phase 1 Water Reclamation Facility Project; authorizing the Mayor to execute the Change Order Request.

Consider approval of accepting two proposals from Bright International and the Law Offices of Gary D. Hays representing Steven Hendrix and Hendrix Recycling for Lots in the Coolidge Industrial Park; authorizing staff to negotiate a Conveyance and Development Agreement with both parties, which will be brought back to Council for final approval.

Consider approval of entering into an Agreement for the Purchase of Bus between the City of Coolidge and Arizona Bus Sales, Corp. to purchase one 29 ft.

support of the City's grant application to the Arizona Department of Transportation (ADOT) for Local Transportation Assistance Fund II (LTAF II) funds for transit related uses. **SECOND** was made by Councilmember Rotz-Lopez and passed unanimously by roll call vote.

P.W. Director Peters advised Council of Change Order #9 submitted by Haydon Building Corp. in the amount of \$29,749.91 for the Phase 1 Water Reclamation Facility Project. There was discussion. **MOTION** was made by Vice-Mayor Lopez to approve of Change Order #9 submitted by Haydon Building Corp. in the amount of \$29,749.91 for the Phase 1 Water Reclamation Facility Project; authorizing the Mayor to execute the Change Order Request. **SECOND** was made by Councilmember Lister and passed unanimously.

G.M. Director Bruce advised Council of the RFP process to request proposals for two parcels in the Coolidge Industrial Park, stating two proposals were submitted by Bright International and the Law Offices of Gary D. Hays representing Steven Hendrix and Hendrix Recycling. Ms. Jan Ferguson representing Bright International was present. There was much discussion. **MOTION** was made by Councilmember Lister to accept the proposal from Bright International for the Lot in the Coolidge Industrial Park; authorizing staff to negotiate a Conveyance and Development Agreement which will be brought back to Council for final approval. **SECOND** was made by Vice-Mayor Lopez and passed with five (5) **YES** votes and one (1) **NO** vote by Councilmember Thompson.

MOTION was then made by Councilmember Lister to table the proposal from the Law Offices of Gary D. Hays representing Steven Hendrix and Hendrix Recycling until the January 10th meeting. **SECOND** was made by Vice-Mayor Lopez and passed unanimously.

Transit Manager Hoffman advised Council of the Agreement with Arizona Bus Sales Corp. for the purchase of a 29 ft. Medium Duty Low Floor Transit Bus, utilizing ARRA funding. There was

Regular Meeting
December 13, 2010
Page 4

Medium Duty Low Floor Transit Bus in the amount of \$169,950, utilizing ARRA funding; and approve the Assignment of the Right to Purchase One Bus under the City of Santa Fe Contract RFP# 09-06-P, waiving the sealed bid process in the best interest of the City.

Consider approval of lifting the hiring freeze to fill one (1) full-time transit driver position with a list of four (4) part-time drivers; allowing staff to maintain a pool of drivers not to exceed four (4).

Resolution No. 10-32; A Resolution of the Mayor and Common Council of the City of Coolidge, Arizona, authorizing the submission of an application for State Housing Funds (which may include federal funding through the Home Investment Partnership Program or State Housing Funds), certifying that said application meets the community's housing and community development needs and the requirements of the State Housing Programs, and authorizing all actions necessary to implement and complete the activities outlined in said application.

Consider approval of the claims for the month of November, 2010.

discussion. *MOTION* was made by Vice-Mayor Lopez to approve of entering into an Agreement for the Purchase of Bus between the City of Coolidge and Arizona Bus Sales, Corp. to purchase one 29 ft. Medium Duty Low Floor Transit Bus in the amount of \$169,950, utilizing ARRA funding; and approve the Assignment of the Right to Purchase One Bus under the City of Santa Fe Contract RFP# 09-06-P, waiving the sealed bid process in the best interest of the City. *SECOND* was made by Councilmember Rotz-Lopez and passed unanimously.

Transit Manager Hoffman advised Council of the need to lift the hiring freeze to fill one full-time transit driver position with a list of four part-time drivers. There was discussion. *MOTION* was made by Councilmember Lister to approve of lifting the hiring freeze to fill one (1) full-time transit driver position with an adequate pool of drivers to maintain staffing. *SECOND* was made by Vice-Mayor Lopez and passed unanimously.

Asst. City Manager Dusenberry advised Council of Resolution No. 10-32; which authorizes the submission of an application to the Arizona Department of Housing for additional State Housing Funds to continue the City's Owner Occupied Housing Rehabilitation Program. There was discussion. *MOTION* was made by Councilmember Rotz-Lopez to adopt Resolution No. 10-32; A Resolution of the Mayor and Common Council of the City of Coolidge, Arizona, authorizing the submission of an application for State Housing Funds (which may include federal funding through the Home Investment Partnership Program or State Housing Funds), certifying that said application meets the community's housing and community development needs and the requirements of the State Housing Programs, and authorizing all actions necessary to implement and complete the activities outlined in said application. *SECOND* was made by Councilmember Lister and passed unanimously by roll call vote.

Council considered approval of the claims for the month of November, 2010. There was discussion. *MOTION* was made by Vice-Mayor Lopez to

approve the claims for the month of November, 2010, with the exception of vendor #22704 to Shope's Market in the amount of \$28.94. **SECOND** was made by Councilmember Lister and passed unanimously.

MOTION was then made by Councilmember Rotz-Lopez to approve vendor #22704 to Shope's Market in the amount of \$28.94. **SECOND** was made by Councilmember Curry and passed unanimously with Mayor Shope abstaining from voting.

**REPORTS FROM THE MAYOR-
COUNCIL AND/OR CITY MANAGER**

Report from Mayor:

Mayor Shope asked for a round of applause for Vice-Mayor Lopez who was appointed to serve on the National League Executive Committee; congratulated Don Peters on his retirement and wished newly appointed P.W. Director Struble good luck; commented on the Light Parade going well, stating candy throwing is an issue that needs to be addressed for all future parades; thanked the Police Department for reporting all the street lights that are out; and wished everyone a Merry Christmas and Happy New Year's.

Reports from Council:

Councilmember Rotz-Lopez wished everyone a Merry Christmas and a safe New Year's.

Councilmember Lister commented on the Light Parade being great and thanked P&R Director LaPaglia and his staff for doing a great job; and advised that he is a member of the local Scholarship Committee, the United Food Bank and the Friends of the Ruins, stating many charities are reaching out for contributions and donations during this seasonal time and for those who can donate to please do so.

Councilmember Thompson had nothing to report.

Councilmember Curry suggested staff bring back budget recommendations instead of budget cuts; and commented on the new Economic Development Committee going well, stating the members are excited to move forward into the

future.

Vice-Mayor Lopez advised that the next NLC Executive Committee Meeting would be held in December on State Shared Revenues, stating he will give a report at the next meeting; that he will work hard to promote Coolidge while serving on the Executive Committee; and commented on the Economic Development Committee having many good ideas for Coolidge.

Report from City Manager:

City Manager Flatley announced that the next NLC Conference will be held in Phoenix, stating it is a wonderful conference to attend; reminded Council about the Council/Staff Retreat being held on Wednesday, December 15th at 6:30 p.m.; advised that staff will be changing the colors on the City's website to make it more inviting to the public; that he will be attending the Pinal Partnership Breakfast meeting on Friday, December 17th; and that the proposed Franchise Agreement with Cox Communications will be distributed on December 15th giving Council time to review before the January 10th meeting.

ADJOURNMENT

MOTION was made by Councilmember Lister to adjourn the meeting at 9:04 p.m. *SECOND* was made by Vice-Mayor Lopez and passed unanimously.

Mayor

I, Norma Ortiz, City Clerk of the City of Coolidge, Pinal County, Arizona, do hereby certify that the above is a true and correct copy of the minutes of the Regular Meeting of the Common Council held on December 13, 2010. I further certify the meeting was duly called and held and that a quorum was present.

Norma Ortiz, City Clerk

The above and foregoing was acknowledged before me by Norma Ortiz, who is the City Clerk for the City of Coolidge, Arizona.

My Commission expires:

Notary Public

**CITY OF COOLIDGE
CITY COUNCIL ACTION FORM**

SUBJECT: Lift hiring freeze for 2 Volunteer positions	STAFF PRESENTER: Mickey McHugh
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RECOMMENDATION:

Staff recommends that the Mayor and City Council unfreeze two (2) vacant volunteer firefighter positions, from resignations, and allow positions to be filled from eligibility list from last testing.

DISCUSSION:

To fill vacant volunteer firefighter positions

FISCAL IMPACT:

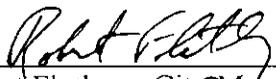
Budgeted positions

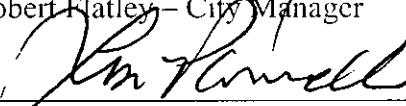
ALTERNATIVES:

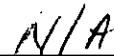
ATTACHMENT/S

Position Classification List & Staffing History Info

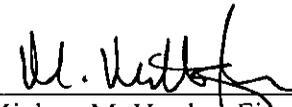
REVIEWED BY:


Robert Flatley – City Manager


Lisa Pannella – Finance Director


Denis Fitzgibbons – City Attorney

PREPARED BY:


Mickey McHugh – Fire Chief

COOLIDGE FIRE DEPARTMENT

CALL NUMBER	POSITION CLASSIFICATION	POSITION TITLE
C531	FULLTIME	CHIEF
C532	VOLUNTEER	ASSISTANT CHIEF
704	VOLUNTEER	CAPTAIN
705	VOLUNTEER	CAPTAIN
706	VOLUNTEER	CAPTAIN
707	VOLUNTEER	CAPTAIN
708	FULLTIME	CAPTAIN
709	FULLTIME	ENGINEER
710	VOLUNTEER	ENGINEER
711	VOLUNTEER	ENGINEER
712	VOLUNTEER	ENGINEER
713	VOLUNTEER	ENGINEER
714	FULLTIME	FIREFIGHTER
715	VOLUNTEER	FIREFIGHTER
716	VOLUNTEER	FIREFIGHTER
717	VOLUNTEER	FIREFIGHTER
718	VOLUNTEER	VACANT
719	VOLUNTEER	FIREFIGHTER
720	VOLUNTEER	FIREFIGHTER
721	VOLUNTEER	VACANT
722	VOLUNTEER	FIREFIGHTER
723	VOLUNTEER	FIREFIGHTER
724	VOLUNTEER	FIREFIGHTER
725	VOLUNTEER	FIREFIGHTER
726	VOLUNTEER	FIREFIGHTER
727	VOLUNTEER	FIREFIGHTER
728	VOLUNTEER	FIREFIGHTER
729	VOLUNTEER	FIREFIGHTER
730	VOLUNTEER	FIREFIGHTER
731	VOLUNTEER	FIREFIGHTER

COOLIDGE FIRE DEPARTMENT
STAFFING HISTORY

YEAR/S	POSITIONS	COVERAGE AREA
1939/45	9	1.0 SQ. MILE
1954	16	1.5 SQ. MILES
1966	20	1.5 SQ. MILES
1976	28	4.0 SQ. MILES
1986	34	6.0 SQ. MILES
1996	30	6.0 SQ. MILES
PRESENT	30	60.0+ SQ. MILES

**CITY OF COOLIDGE
CITY COUNCIL ACTION FORM**

SUBJECT: Amended Agreement between the City of Coolidge and Albert Holler & Associates for supplemental tax audit services.	STAFF PRESENTER: Lisa Pannella, Finance Director
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RECOMMENDATION:

Approve amendment to the consulting agreement between Albert Holler & Associates and the City of Coolidge for supplemental tax audit services to include ten additional audits in the amount of \$28,000 and extending the termination date to June 30, 2012.

DISCUSSION:

The City contracted with Mr. Holler this past year for five taxpayer audits in the amount of \$8,000. Four audits are complete and have resulted in assessments of \$123,745 or a 19.3% cost recovery factor; in which the city has collected \$72,626 to date which equates to a 11.3 cost recovery factor.

It is very important to note that Mr. Holler has put in a great deal of time over the past year, at no charge to the city, working on the amended returns that resulted in a loss of \$503,786.63 with the Department of Revenue. That investigation is not yet concluded. We are still arguing the payment of interest.

We have just scratched the surface with these audits. There are many more to do. I therefore recommend that the City of Coolidge approve the amendment to the agreement between Mr. Holler and the City of Coolidge in the amount of \$28,000 for the next ten audits.

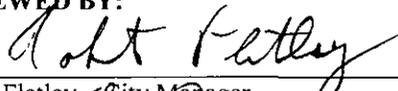
FISCAL IMPACT:

Cost of \$28,000 budgeted under Finance for fiscal year 11-12. Returns expected to exceed the cost.

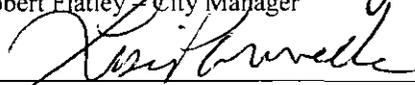
Attachments

Agreement for services
Tax Audit Summary

REVIEWED BY:



Robert Flatley - City Manager



Lisa Pannella - Finance Director

PREPARED BY:



Lisa Pannella - Finance Director

Approved via e-mail

Denis Fitzgibbons - City Attorney

FIRST AMENDMENT TO CONSULTING AGREEMENT

THIS FIRST AMENDMENT TO CONSULTING AGREEMENT ("First Amendment") is made and entered into this 25th day of April, 2011, by and between City of Coolidge, of 130 W. Central Avenue, Coolidge, Arizona 85128 ("City"), and Albert Holler & Associates, of 4607 E Collinwood Drive, Gilbert, Arizona 85298-4013 ("Auditor").

RECITALS

A. On April 26, 2010, the Coolidge City Council approved the Consulting Agreement dated August 3, 2010 ("Agreement"). Under the Agreement, the City retained the services of Auditor to provide five (5) sales and use tax audits of businesses and provide additional auditing services.

B. Pursuant to the Agreement, the City was given the option to continue the Agreement for an additional ten (10) audits in accordance with the terms and conditions set forth in the Agreement.

C. The parties now desire to amend that Agreement to include the ten (10) additional audits.

AGREEMENT

Therefore, the parties specifically agree to amend the Agreement approved on April 26, 2010 as follows:

1. Paragraph 1, Description of Services, shall be amended to reflect that the Auditor shall complete a minimum of ten (10) additional sales and use tax audits of businesses, for a total of fifteen (15) audits, prepare correspondence and findings letters, attend administrative hearings as necessary and provide documentation to support audit findings. Provide taxpayer assistance as requested, prepare monthly reports on progress of the project.

2. Paragraph 3, Compensation, shall be amended to reflect that in accordance with the terms and conditions of the Agreement and this First Amendment, City shall pay Auditor an additional Twenty Eight Thousand and 00/100 Dollars (\$28,000.00) for the additional services.

In no event, shall the total compensation under the Agreement and this First Amendment exceed Thirty Six Thousand and 00/100 Dollars (\$36,000.00). Exhausting the total amount payable for activities described in Section 1 of the Agreement and this First Amendment shall not relieve Auditor of its obligations to perform the services. Should City request additional services beyond that specified in Section 1, Description of

Services, Auditor shall charge, and City shall pay, a rate as mutually agreed upon in writing prior to Auditor performing the additional services.

3. Paragraph 5, Term/ Termination, shall be amended to reflect that the Agreement and this First Amendment terminate automatically on June 30, 2012 and may be terminated by either party upon thirty (30) days written notice to the other party.

4. Paragraph 19, Arbitration, shall be added as follows: In the event that there is a dispute regarding the Agreement or this First Amendment which the parties cannot resolve between themselves, the parties agree to attempt to settle the dispute by nonbinding arbitration before commencement of litigation. The arbitration shall be held under the rules of the American Arbitration Association. The matter in dispute shall be submitted to an arbitrator mutually selected by Auditor and the City. In the event that the parties cannot agree upon the selection of an arbitrator within seven (7) days, then within three (3) days thereafter, the City and Auditor shall request the presiding judge of the Superior Court in and for the County of Pinal, State of Arizona, to appoint an independent arbitrator. The cost of any such arbitration shall be divided equally between the City and Auditor. The results of the arbitration shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the final decision of the arbitrator.

5. Paragraph 20, Venue, shall be added as follows: Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in the Agreement or this First Amendment, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of the Agreement or this First Amendment or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

6. Paragraph 21, Conflict of Interest, shall be added as follows: The provisions of A.R.S. §38-511 relating to cancellation of contracts due to conflicts of interest shall apply to the Agreement and this First Amendment.

7. Paragraph 22, Scrutinized Business Operation, shall be added as follows: In signing this First Amendment, Auditor certifies pursuant to ARS §35-391 that they do not have scrutinized business operations in the Sudan and pursuant to ARS §35-393 that they do not have scrutinized business operations in Iran.

8. Paragraph 23, No Kick-Back Certification, shall be added as follows: Auditor warrants that no person has been employed or retained to solicit or secure the Agreement or this First Amendment upon an agreement or understanding for a

commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the City has an interest, financially or otherwise, in the Auditor's firm. For breach or violation of this warranty, the City shall have the right to annul the Agreement and this First Amendment without liability, or at its discretion to deduct from the compensation to be paid Auditor hereunder, the full amount of such commission, percentage, brokerage or contingent fee.

9. All other terms and conditions of the original Agreement are to continue in full force and effect as stated and agreed to in the Agreement as if fully set forth herein.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be signed by their duly authorized representatives as of the day and year first above written.

Auditor:

Albert Holler & Associates

By: _____
Title: _____

CITY OF Coolidge
An Arizona municipal corporation

Thomas R. Shope
Mayor

ATTEST:

Norma Ortiz
City Clerk

APPROVED AS TO FORM:

Denis M. Fitzgibbons
City Attorney

CITY OF COOLIDGE

TAX AUDIT SUMMARY

April 12, 2011

15-Apr-11

COMPLETED AUDITS 1

NET TAX CHANGE \$123,745.49

BILLING TO DATE \$6,400.00

COST RECOVERY FACTOR - TOTAL ASSESSMENTS 19.3

COST RECOVERY FACTOR - PAID ASSESSMENTS 11.3

COLLECTION PERCENTAGE - FINALIZED AUDITS 92.0%

AUDIT DISPOSITION:

PAID \$72,626.03

ACCRUED \$6,311.12

PENDING \$38,689.42

ADJUSTMENTS \$6,118.92

TOTAL \$123,745.49

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**CITY OF COOLIDGE
CITY COUNCIL ACTION FORM**

**SUBJECT: Quarterly payments to the Central
AZ Regional Economic Development
Foundation (CAREDF)**

**STAFF PRESENTER: Robert F. Flatley, City
Manager**

RECOMMENDATION:

Pay the third and fourth quarter invoices for membership to the Central AZ Regional Economic Development Foundation in the amount of \$16,012.50.

DISCUSSION:

The City decided to pay these fees quarterly for the fourth year due to budget constraints. This will be the third and fourth quarterly payments for January through June, 2011.

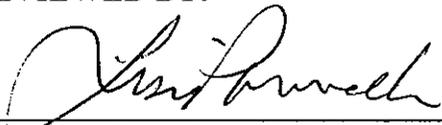
FISCAL IMPACT:

The full annual amount of \$32,025 is budgeted under Council's budget for FY 10-11, and is \$4,785 less than last year.

Attachments

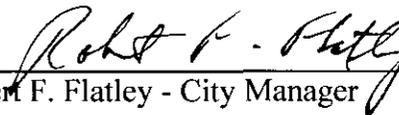
CAREDF third and fourth quarter invoices and 3rd Quarter Report

REVIEWED BY:



Lisa Pannella – Finance Director

PREPARED BY:



Robert F. Flatley - City Manager

Central Arizona Regional Economic
 Development Foundation
 540 N Camino Mercado, Ste. 2
 Casa Grande, AZ 85122

Phone # (520) 836-6868
 Fax # (520) 836-4898
 E-mail info@caredf.org

INVOICE

DATE	INVOICE #
12/15/2010	3037

BILL TO
City of Coolidge Robert Flatley 130 W Central Ave Coolidge AZ 85128

DUE DATE
1/14/2011

DESCRIPTION	AMOUNT
Annual Membership Investment Renewal FY 2010/2011 Membership period runs from July 2010 thru June 2011 Quarterly installments 3rd Quarter Installment (January, February, March)	8,006.25
REMINDER	
Please note that your investment may be deductible as a reasonable and necessary business expense. The Central Arizona Regional Economic Development Foundation is registered as a 501(c)6 non-profit corporation under the laws of the State of Arizona and Federal Code. Consult your accountant for further information.	
Tax ID #86-0482868	

Thank you for your support!	Payments	\$0.00
	Total	\$8,006.25
Please make checks payable to: CAREDF	Balance Due	\$8,006.25

Central Arizona Regional Economic
 Development Foundation
 540 N Camino Mercado, Ste. 2
 Casa Grande, AZ 85122

Phone # (520) 836-6868
 Fax # (520) 836-4898
 E-mail info@caredf.org

INVOICE

DATE	INVOICE #
3/9/2011	3134

BILL TO
City of Coolidge Robert Flatley 130 W Central Ave Coolidge AZ 85128

DUE DATE
4/11/2011

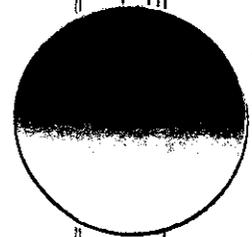
DESCRIPTION	AMOUNT
Membership Investment Renewal Membership period runs from July 2010 thru June 2011 Quarterly Installments 4th Quarter Installment (April, May, June) Please note that your investment may be deductible as a reasonable and necessary business expense. The Central Arizona Regional Economic Development Foundation is registered as a 501(c)6 non-profit corporation under the laws of the State of Arizona and Federal Code. Consult your accountant for further information. Tax ID #86-0482868	8,006.25

Thank you for your support!	Payments	\$0.00
	Total	\$8,006.25
Please make checks payable to: CAREDF	Balance Due	\$8,006.25

THE CITY OF COOLIDGE

Fiscal Year 10/11 3rd Quarter Report

Enclosed is the Central Arizona Regional Economic Development Foundation's Third Quarter (January, February, and March 2011) report for the City of Coolidge Fiscal Year 10/11.



THE CITY OF COOLIDGE

April 4, 2011

Mr. Bob Flatley
City Manager
City of Coolidge
130 W. Central Avenue
Coolidge, AZ 85128

RE: Fiscal Year 10/11- 3RD Quarter Report

Bob Flatley:

Functional:

Activities - CAREDF staff and executive board members continue to attend and take an active role in activities within the partnering communities of Coolidge, Casa Grande, Eloy, Maricopa and Pinal County. These activities benefit the communities in attracting new industry, assisting current industries with growth and expansion, and assisting in the promotion of a positive business climate in the Sun Corridor.

The following is an overview of the variety of activities during the third quarter that CAREDF representatives were involved in such as: Economic Development, Legislative Initiatives, Job/Workforce Initiatives, Education Initiatives, and Community Meetings.

- **Economic Development** – CAREDF is involved in several committees focused on economic development growth and improvements at various levels including community, regional and state. Involvement in these committees ultimately assists CAREDF in accomplishing their goal of promoting business development that will create sustainable wage jobs, expand the non-residential tax base, and provide additional services desired by the people of the Sun Corridor. Some of the committees, meetings and activities that CAREDF has been involved in during the past quarter are:

Committees:

- Participated on the Coolidge Economic Development Committee.
- Represented the City of Coolidge during AAED Rural Committee meetings.
- Participated in the Pinal Partnership Economic Development Committee.
- Participated in the Gila/Pinal One Stop Committee.
- Participated in the Arizona Association for Economic Development (AAED) Rural Committee WebEx.
- Attended the Gila/Pinal Workforce Investment Board Annual meeting – Holly Bergman, board member.

Meetings:

- CAREDF along with the City of Coolidge and the Coolidge Chamber have been working to reach goals established at the City of Coolidge Economic Development Summit.
- Attended Arizona Association for Economic Development (AAED) luncheon meetings.
- Attended AAED Board meetings – Barry Albrecht, board member.
- Participated in a Regional Workforce Development meeting with Casa Grande City staff.
- Met with numerous real estate executives on Coolidge sites.
- Attended the Arizona Economic Development Practitioners Tax Increment Financing: An educational session on a nationally prevalent economic development tool.

- Attended the Valley Forward luncheon event.
- Multiple meetings with the Arizona National Guard in reference to the Florence Training Range.
- Presented at the Arizona Aerospace and Defense Commission.
- Continue to provide technical support in the design of the Arizona Commerce Authority Rural Development Initiative.

Activities:

- Held the CAREDF Annual Meeting on February 10, 2011 at Harrah's Ak-Chin Hotel and Casino in Maricopa.
- Presented at the 2011 City of Casa Grande Leadership Academy.
- Designed and developed a regional presentation in support of elected officials that visited international clients.
- Invited to participate in an ASU Unmanned Aerial Vehicle (UAV) work session.
- Met with senior executives of Walton International and international investors to present current and future economic development capabilities.
- CAREDF CEO Barry Albrecht participated in the February 15, 2011 Horizon Program (Channel 8) as a panelist to discuss the State of Arizona aerospace and defense industry.
- CAREDF is leading in the development of the Pinal County Asset Inventory which includes assets within Coolidge.
- Continue to have meetings in Casa Grande with aerospace firms to discuss AZ UAS aerospace issues and opportunities for the Coolidge airport, Florence and Gila Bend.
- CAREDF received a \$190,000 rural economic development grant from the Arizona Commerce Authority for rail infrastructure into the Central Arizona Commerce Park.
- Presented economic development project presentation to the Arizona Civil Engineering Committee.

Conferences/ Trade Shows:

- Attended the Border Security Expo in Phoenix, AZ.

• **Letters of Support:**

- CAREDF provided a letter of support to the Arizona Department of Corrections for Corrections Corporation of America's (CCA) proposal submitted in response to the Department of Corrections solicitation for a 5,000 bed private prison.

• **Legislative Initiatives** – Involvement in economic development at a state level is an important part of CAREDF's efforts to be competitive. Barry Albrecht, CEO of CAREDF, continues to be directly involved in providing valuable input to the Governor's office and local legislators regarding Arizona's need for change to be competitive in economic development nationally and globally.

This includes active participation in:

- Attended the 2011 Arizona Association for Economic Development Legislative Luncheon on the lawn at the state capitol.
- AAED Government Affairs committee in support of a new "Jobs Bill".
- Attended the signing of HB2001 in Phoenix.
- Continue to work with the Aerospace and Defense Commission at the Capitol regarding rural Arizona's advantages and opportunities in aerospace and defense.

- **Job/Workforce Initiatives** – CAREDF works to remain supportive of the development of a regional workforce that can meet the demands of employers competing in a global economy. This involves participation in job forums, input on job training initiatives and connecting employers to existing workforce.
 - Attended workforce development meetings with City of Casa Grande staff.
 - Monitoring state funding for workforce development grants.
 - Continue working with Central Arizona College.
 - Participation in the Workforce Investment Board (WIB).

- **Education Initiatives** – CAREDF recognizes the value of our education system to potential clients as well as what it contributes to our regional quality of life. Recognizing this valuable aspect of our region's future, the Foundation continues to research avenues to be more involved in furthering the enhancement of our education system. This includes establishing new relationships and opportunities with the Arizona Science Foundation.
 - Continue working with Central Arizona College and local companies for job training.
 - Participated in workforce development meetings in Casa Grande.
 - Continue to participate on the Gila/Pinal Workforce Investment Board.

- **Community Meetings** – CAREDF Executive Director and staff attend community events taking place within the region. Involvement in these events is important to maintaining relationships with our partnering communities and to assist with CAREDF's assessment of their individual needs.
 - AAED Southern Arizona luncheon and tour at the Pinal Airpark.
 - The City of Coolidge Chamber of Commerce luncheon and mixers.
 - Economic Development Group of Eloy (EDGE) monthly meetings.

Advertisements/Marketing:

As time and funding permit, CAREDF Staff:

- Writes and releases important news to the local, state and national media.
- Compiles and sends customized informational packages to investors, community leaders, and interested businesses and individuals.
- Attends conferences and/or trade shows to expand marketing reach to targeted industries for the region.
- Creates designs and/or updates marketing pieces appropriate to attract businesses.
- Collects and disseminates data to appropriately market the area.

During the third quarter, the following information highlights CAREDF activities in advertising and marketing:

- CAREDF is developing a new marketing plan to expand in new global markets.
- In the third quarter, a new ad campaign was started to target the California market. The new ad was placed in the Orange County Magazine's February and March editions.
- An ad was placed in Gateway to the East Valley Magazine's February/March edition.
- CAREDF's solar ad was placed in the January/February edition of the AzBusiness Magazine, as well as, the Greater Phoenix Economic Council (GPEC) supplement included in this edition of the AzBusiness Magazine.
- CAREDF staff made contact with a host of media contacts, building relationships to assist with the execution of PR & Marketing campaigns.

- A 15 second advertisement spot aired during PBS/Channel 8's Horizon program a total of 22 times as well as website visitor viewings via video roll-in archived on their website that also links to the CAREDF website.
- Received 13,852 session visits on the CAREDF website for the months of January, February, and March 2011 (3rd Quarter FY 10/11).

Prospects, Locates and Expansions:

CAREDF staff continues to engage in new strategies of aggressively contacting new industries in promoting the Sun Corridor. CAREDF is currently working on a number of projects with real estate and consulting professionals, Arizona Department of Commerce, APS economic development department, and directly with several industries. Some of these projects include, but are not limited to:

Aerospace & Defense

Aircraft Modification
Unmanned Aerial Vehicle Testing
Aircraft Prototypes
Aerospace Products Manufacturing

Renewable Energy

Wind Generation Turbines
Manufacturing of Solar Products &
Subcomponents

Manufacturing

Food Processing
Oil Absorbents & Cat Litter
Plastics Recycling
Pallet Manufacturer
Garbage Truck Manufacturer

Other

Agriculture Industry
Rail Car Refurbishing
Large Equipment Auction House
Automotive Testing Services
Medical Services and Psychiatric Rehabilitation
Research and Development of Bio Technology
Renewable Petroleum Product Manufacturer

- CAREDF and the City of Coolidge met with a local private industry regarding a potential economic development opportunity. The City and CAREDF strategized a design for the proposal.
- CAREDF held discussions regarding available sites in Coolidge with an urgent care organization.
- ACO Polymer Products – Currently beginning their expansion process. CAREDF has worked closely with the Arizona Commerce Authority to help ACO receive Enterprise Zone Qualification. CAREDF has also been working with ACO and the City of Casa Grande in regards to natural gas infrastructure for the facility expansion.
- Central Arizona Commerce Park – CAREDF worked with the property owner and the City of Casa Grande to submit for the Arizona Commerce Authority (ACA) Rural Economic Development Grant program for rail infrastructure to individual parcels. CAREDF received the full funding of \$190,000 for this project.
- Monsanto – Held grand opening on March 8th. CAREDF representatives and elected officials from the City of Casa Grande attended and presented Monsanto with an Arizona state flag.

- Republic Plastics – CAREDF has been working with CAC to assist in acquiring job training dollars from the Arizona Commerce Authority. CAREDF also continues to work with Republic regarding rail service.
- CAREDF hosted 6 prospect tours, visits or meetings which may include site/building and community tours. Some businesses were in town on more than one occasion.
- In January, February and March 2011, CAREDF responded to 49 inquiries with community informational packets along with site specific information as requested. CAREDF received 7 Project Information Forms (PIF's) from the Arizona Department of Commerce, which the Foundation responded to with available properties and facilities throughout the region.

Operational Projects:

- **CAREDF Annual Meeting**
The 2011 Annual Membership Luncheon meeting was held on February 10, 2011 at Harrah's Ak-Chin Hotel & Casino in Maricopa. The luncheon is the main annual event for the Foundation and this year was host to 148 attendees. The Foundation was able to secure Bill Harris of the Science Foundation Arizona as the keynote speaker for the event.
- **CAREDF Annual Report**
The 2011 CAREDF Annual Report was presented at the annual meeting in February. The annual report was established two years ago to elevate communication on CAREDF activities within the membership and the cities. This year's report was enhanced with economic technical data on Pinal County.
- **Coolidge Economic Development Team**
The economic development team consists of the City of Coolidge, the Coolidge Chamber of Commerce, CAREDF and local business owners. The team was established in November 2010 to work together to attract new business, retain existing businesses and fully utilize available resources. CAREDF continues to provide support to the committee as an active member of the team.
- **Asset Inventory**
CAREDF is designing and developing a countywide Asset Inventory for Pinal County. The purpose of the asset inventory is to provide an essential tool for creating an economic foundation in all rural communities across Pinal County including the City of Coolidge. Benefits to having an asset inventory are that it provides current information to site selectors or to new community projects and it helps regions define who they are and where they are going. The inventory will cover the City of Coolidge as well as 18 additional cities within Pinal County in the areas of demographics, industry, industrial parks, transportation, real estate, utilities, taxes, education, medical service and more.

- **Membership Retention & Recruitment**

Membership is also a focus for CAREDF. Contact is being made with existing members in an effort to build better relations with and give more value to CAREDF members. Staff has additionally established goals to fulfill membership recruitment needs. Contact is being made with potential new members.

- **The Fact Book**

The Fact Book is a tool that CAREDF provides to prospective clients, public partner communities including the City of Coolidge and uses as a resource tool for information requests. The Fact Book is an item that requires consistent updating with demographic information, housing information, labor force data, utilities, unemployment taxes, general community information and more pertaining to Coolidge and each of our public partners. CAREDF staff is currently in the process of bringing all data current and will provide a comprehensive copy to each public partner upon completion.

- **Communications**

CAREDF has been working diligently to improve communications with its membership. Included in this ongoing effort has been an increase of economic development related news sent to the membership via email. Our aim is to better inform our members on CAREDF activities geared toward marketing Coolidge and the region to prospective clients, furthering economic development strategies and also to provide insight into the type of industries that are showing interest in the Sun Corridor.

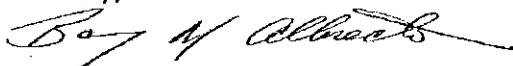
- **CAREDF Newsletter "The Corridor Connection"**

"The Corridor Connection" is a quarterly CAREDF Newsletter. The newsletter is web-based and is sent out to the CAREDF Board and membership via email. The newsletter is an effort to increase communications to our membership and our cities. This is a tool that CAREDF can provide to our city managers and board members so they can in turn provide this information to business partners, networking groups, and future CAREDF members. The newsletter provides an update of what is going on in Pinal County, Coolidge, Casa Grande, Eloy and Maricopa.

CAREDF Continues to Enhance Communications By:

- Increase Pinal County and CAREDF Statewide awareness.
- National, State, & Local Economic Development News for the public and private members.
- Provide quarterly and annual activity reports.
- Provide CAREDF Annual Report.
- Provide CAREDF quarterly newsletter, "The Corridor Connection."
- New website tool for CAREDF Members.

Sincerely,



Barry Albrecht
CEO/Executive Director

CITY OF COOLIDGE
CITY COUNCIL ACTION FORM

SUBJECT: Amend the Design Build Contract for the Transit Facility	STAFF PRESENTER: Jill Dusenberry, Assistant City Manager
--	---

RECOMMENDATION:

Authorize the Mayor to execute the 4th amendment to the Design Build Contract for the City of Coolidge Transit Facility

DISCUSSION:

On July 28, 2008, the City and Discovery Building Companies entered into a design build contact for the City of Coolidge Transit Facility. In February 2009 council approved amending the contract to allow Discovery Building Company to assign its rights to II K's. In February 2010 and July 2010, the contract was amended to add funding to the total contract price to include the payment of Davis Bacon Wages and approved change orders.

When the contractor requested the 3rd amendment, staff could not support the full amount requested since city files did document the additional amount requested for work on Phase I and Phase II of the project. The third amendment request was reduced until documentation was provided. Staff worked with II K's to provide the documentation of the amount requested and now recommends the approval of amendment #4 to add \$35,592.40 to this contract. The majority of this amount is for Davis Bacon wages paid on Phase I and Phase II and \$84.20 in minor changes for Phase III.

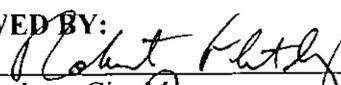
At this time all construction work on the facility is complete and this amendment will assist in closing out this contract.

FISCAL IMPACT:

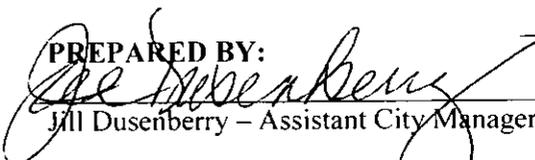
Original Contract Amount	\$2,322,000.00
Amendment #2	\$245,000.00
Amendment #3	\$288,880.00
Amendment #4	\$35,592.40
Revised Project Cost	\$2,891,472.40
Funding is provided by ADOT. Maximum available for the facility is \$3,200,000.00	

Attachments

Third Amendment to Design Build Contract

REVIEWED BY:

 Robert Flatley – City Manager

 Lisa Pannella – Finance Director

PREPARED BY:

 Jill Dusenberry – Assistant City Manager
 Ann Schrooten, Fitzgibbons Law Office
 Denis Fitzgibbons, City Attorney

FOURTH AMENDMENT TO DESIGN BUILD CONTRACT

This Fourth Amendment to Design Build Contract ("Fourth Amendment") is made and entered into this ____ day of _____, 2011, by and between the CITY OF COOLIDGE, a municipal corporation (the "City") and II K's COMMERCIAL CONTRACTING, LLC, an Arizona limited liability company ("II K's" or "Contractor")

RECITALS

A. On July 28, 2008, the City and Discovery Building Companies, Inc., an Arizona corporation ("Discovery") entered into that certain Design Build Contract ("Contract") which set forth the parties rights, obligations and duties in connection with Discovery's construction of the transit terminal for the City ("Project").

B. On February 9, 2009, the City, Discovery and II K's entered into the First Amendment to Design Build Contract ("First Amendment") pursuant to which Discovery assigned its rights and obligations under the Contract to II K's and II K's agreed to perform and comply with all the terms and conditions under the Contract. On February 8, 2010, the City and II K's entered into the Second Amendment to Design Build Contract ("Second Amendment"). On July 26, 2010, the City and II K's entered into the Third Amendment to Design Build Contract ("Third Amendment").

C. As part of the Project, the Contractor is required to comply with federal overlay statutes. At the time of the Third Amendment, Contractor had City Staff where still working to resolve the final change order amount for compliance with Davis Bacon. The Contractor has provided documentation of the additional costs incurred to comply with Davis Bacon.

D. The parties desire to amend the Contract to provide for an increase in the Contract Price to cover the additional cost for Davis Bacon compliance.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Any and all capital terms not otherwise defined herein shall have the definitions as set forth in the Contract.

2. The parties agree to increase to contract by \$35,592.40 for Davis Bacon Compliance. The total contract price for all phases of the facility is \$2,891,472.40.

3. Except as otherwise amended herein, all other terms of the Contract, the First Amendment, Second Amendment and Third Amendment shall remain in full force and effect.

4. This Fourth Amendment may be executed in counterparts, each of which shall be determined an original and said counterparts shall constitute but one in the same instrument and each of said counterparts shall be deemed an original hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first written above.

CITY:

City of Coolidge, a municipal corporation
a municipal corporation

Mayor

CONTRACTOR:

II K's Commercial Contracting, LLC
an Arizona limited liability company

By: _____
Its: _____

Attest:

City Clerk

Approved as to form:

City Attorney

**CITY OF COOLIDGE
CITY COUNCIL ACTION FORM**

SUBJECT: Authorization to execute the funding agreement with the Arizona Department of Housing for State Housing Funds for the Owner Occupied Housing Rehabilitation Program.

STAFF PRESENTER: Jill Dusenberry,
Assistant City Manager

RECOMMENDATION:

Authorize the Mayor to execute the funding agreement between the Arizona Department of Housing (ADOH) and the City of Coolidge for State Housing Fund to continue the city's Owner Occupied Housing Rehabilitation Program.

DISCUSSION:

The City of Coolidge has been awarded \$330,000.00 in State Housing Funds from the Arizona Department of Housing to continue our Owner Occupied Housing Rehabilitation Program.

Funding sources:

- \$300,000 from the Federal HOME program
- \$30,000 from the Arizona Housing Trust fund

Program details

- Funding will assist 4 owner occupied households
 - 2 households with children under 18
 - 2 elderly households
- All households are from the program waiting list

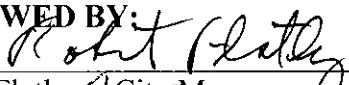
FISCAL IMPACT:

\$330,000 in State Housing Funds (SHF) to continue the city's Owner Occupied Housing Rehabilitation Program for a 24 month period. This funding supports two staff positions in the Grants (Community Revitalization) Department as well as funding for the construction costs associated with the home rehabilitation.

Attachments

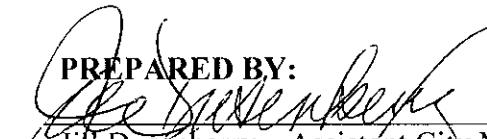
Funding Agreement

REVIEWED BY:


Robert Flatley - City Manager


Lisa Pannella - Finance Director

PREPARED BY:


Jill Dusenberry - Assistant City Manager

Tina Vannucci
Fitzgibbons Law Office

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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- A Scope of Work
- B Performance Report/Schedule of Completion
- C Budget
- D Request for Payment Form
- E Special Conditions of the Agreement
- F Certification and Other Requirements Relating to Title I or Title II Assistance
- G Authorizing Resolution(s)

AGREEMENT NO. 301-11
TERMINATION DATE May 16, 2013

FUNDING AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING
AND
CITY OF COOLIDGE
FOR
OWNER OCCUPIED HOUSING REHABILITATION

This Funding Agreement is made by and between:

The **Arizona Department Of Housing (ADOH)**, located at, 1110 West Washington, Suite 310, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):

- Title I of the Housing and Community Development Act of 1974, as amended ("CDBG")
- Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Act) ("HOME")
- A.R.S. § 41-3955 (State Housing Trust Fund) ("HTF")
- Title 24 Part 574 and 42 U.S.C. Section 12902 of the AIDS Housing Opportunity Act of (Housing Opportunities for Persons With HIV/AIDS) ("HOPWA")
- Title IV Part 582 of the Stewart B. McKinney Homeless Assistance Act of 1987, as amended (Shelter Plus Care) ("SPC")
- Title IV Part 583 of the Stewart B. McKinney Homeless Assistance Act of 1987, as amended (Supportive Housing Program) ("SHP")
- Title III of the Housing and Economic Recovery Act of 2008, Pub. Law 110-289, July 30, 2008, (the Neighborhood Stabilization Program which provides emergency assistance for redevelopment of abandoned and foreclosed homes and multifamily housing)("NSP").

and

City of Coolidge
(Entity)

An Arizona City (Recipient), located at

130 W. Central Ave.
Street
Coolidge, AZ 85128-4406
City State Zip

In consideration of the mutual representations and obligations hereunder ADOH and Recipient agree as follows:

Section 1. FUNDS PROVIDED

ADOH agrees to provide \$ 330,000.00 in the following type of funds to Recipient in accordance with this Agreement.

- CDBG, CFDA # 14.228**
Federal Fiscal Year _____
\$ _____
- HOME, CFDA # 14.239**
\$300,000.00
- HTF**
\$30,000.00
- HOPWA, CFDA # 14.241**
Federal Fiscal Year _____
\$ _____
- SHP, CFDA # 14.235**
Federal Fiscal Year _____
\$ _____
- SPC, CFDA # 14.238**
Federal Fiscal Year _____
\$ _____
- NSP, CFDA #**
Federal Fiscal Year _____
\$ _____

Section 2. OTHER FUNDS

If applicable, Recipient agrees to secure funding other than that listed in **Section 1** for the completion of this Agreement as indicated in the *Budget* attached hereto as **Attachment C**. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

Section 3. ACCEPTANCE OF FUNDS

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

Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until May 16, 2013 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to the provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement, as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as **Attachment G, Authorizing Resolution(s)** and any *Special Conditions of the Agreement* attached hereto as **Attachment E**.

- CDBG funds requires adherence to the following additional provisions: (1) the provisions of 24 CFR, Part 570 as revised; (2) *Certification and Other Requirements Relating to Title I Assistance* attached hereto as **Attachment F**; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook* (6) *CDBG Application Handbook*; (7) *CDBG Grant Administration Handbook*; and (8) *CDBG Procurement, Contracts and Acquisition Handbook* (collectively "the Incorporated Documents") as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.
- HOME funds requires adherence to the following additional provisions: (1) the provisions contained in 24 CFR Part 92 Home Investment Partnerships Program as revised, (2) *Certification and Other Requirements Relating to Title II Assistance* attached hereto as **Attachment F**; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook* (6) the *State Housing Fund Program Summary and Application Guide* and any revisions thereto.
- The use of Housing Trust Funds (HTF) requires adherence to the following additional provisions: (1) the *State Housing Fund Program Summary and Application Guide* as revised.
- Special Needs Housing "homeless" funding from SPC requires adherence to 24 CFR Part 582 as revised.
- Special Needs Housing "homeless" funding from SHP requires adherence to 24 CFR Part 583 as revised.

- Special Needs Housing “homeless” funding from HOPWA requires adherence to 24 CFR Part 574 as revised.**
- Neighborhood Stabilization Program, NSP, requires adherence to specific reporting requirements described in Attachment A, B & D to this Agreement..**

Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the *Scope of Work* hereby incorporated into this Agreement and described in **Attachment A**.

Revisions to Scope of Work. Recipient agrees to follow the procedures indicated as marked below regarding changes to the *Scope of Work*.

Revisions to the *Scope of Work* that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the *Scope of Work* require written amendment to the this Agreement:

- (a) The purpose of the project changes;
- (b) The location of the project changes;
- (c) A project activity is added, deleted or altered such that it becomes a different activity;
- (d) The beneficiary of any activity changes; and
- (e) The Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised *Scope of Work* attached;
- (f) The ownership entity changes;
- (g) Any other changes that involve program requirements.

ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement both as identified below and as requested by ADOH or HUD. The Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.

7.1 Performance Report. Recipient agrees to submit the ADOH *Performance Report* respective of the funding source indicated below and attached as Attachment B.

- RENTAL Projects funded with HOME OR HTF.** Recipient must submit a

Bimonthly Progress Report attached hereto as **Attachment B**. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two months, i.e., the January report covers the months of November and December.

- All OTHER projects funded with HOME, HTF and CDBG.** Recipient must submit a *Quarterly Progress Report* attached hereto as **Attachment B**. The Quarterly Progress Report must be submitted to ADOH on the 15th of July, October, January and April and address activities of the preceding three months, i.e., the July report covers the months of April, May and June. Failure to submit timely Quarterly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.
- Special Needs Housing “homeless” funding from SPC or SHP.** ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in **Section 4**. Recipient shall submit one (1) *HUD Annual Progress Report (APR) document No. 40118*, attached hereto as **Attachment B** no later than 60 days following the contract termination date listed on Page 1 of the Agreement. Recipient shall enter information reported on the APR into the Homeless Management Information System (HMIS).
- Special Needs Housing “homeless” funding HOPWA.** A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in **Section 4** and submit one (1) *HUD Annual Progress Report (APR) document No. 40110-C* attached hereto as **Attachment B** no later than 60 days following the contract termination date listed on Page 1 of the Agreement.
- HTF “Eviction Prevention / Emergency Housing/EPEH” funding.** ADOH shall administer said program in accordance with the dates listed in **Section 4**. Recipient shall submit monthly payment requests accompanied by ADOH generated *Monthly report* attached hereto as **Attachment B** and a bi-annual program narrative report.
- NSP.** Specific reporting requirements for the NSP funding are attached to this Agreement as Attachment A,B & D.

7.2 Contract Closeout— Completion Reports and Post-Funding Audits. The Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a **Completion Report** is due to ADOH within Sixty (60) days of one of the following occurrences:

- (a) The funds have been expended;
- (b) The Scope of Work has been completed;
- (c) The contract period set forth in this Agreement has expired; or

(d) The Agreement has been otherwise terminated.

The Completion Report shall contain the information identified in the notice.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is Administratively Closed.

After the project is administratively closed the recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post funding audit are unjustified or describe ineligible activities, the Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the *Scope of Work* in accordance with the *Schedule of Completion* hereby incorporated into this Agreement and described in **Attachment B**.

Revisions to the Schedule of Completion. Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.

- RENTAL Projects funded with HOME OR HTF.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Bimonthly Performance Report*, attached hereto as **Attachment B**. To the extent that the changes cause the schedule timeline to be extended Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.
- All OTHER projects funded with HOME, HTF and CDBG.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Quarterly Performance Report*, attached hereto as **Attachment B**. To the extent that the changes cause the schedule timeline to be extended Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.
- Special Needs Housing "homeless" funding from SPC or SHP.** To the extent that the changes cause the schedule timeline to be extended Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of*

Completion attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

- HTF “Eviction Prevention/Emergency Housing/EPEH” funding.** To the extent that the changes cause the schedule timeline to be extended Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the **Budget** that is attached as **Attachment C**. Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

CDBG Revisions to the Budget. Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the **Budget** require a contract amendment:

- (a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds 50%, unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
- (b) Additional funding sources are added to the Project;
- (c) Recipient is requesting a change to the grant terms.

HOME and HTF Revisions to the Budget. Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the **Budget** require a contract amendment:

- (a) Additional funding sources are added to the Project which required a project to be re-underwritten to determine gap;
- (b) Recipient is requesting a change to the loan terms.

See Section 10 for changes that affect the Budget.

The Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within 15 days of draw down) to cover subsequent requests for reimbursement, and must return them to ADOH within 30 days of receipt. The Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within 15 days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

ADOH may consent to amendment or modification of this Agreement upon written request of the Recipient. All amendments or modifications to this agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to the Agreement within 14 business days.

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 (Environmental Review), the environmental effects of each activity carried out with Federal funds must be assessed. Local government entities are responsible for environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for assisting ADOH with environmental review and ADOH then requests a release of funds from HUD. 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 architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. 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 a project, 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 or ADOH has provided written authorization based on approval of an ERR.

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

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with the State Historic Preservation Office (SHPO). For State Housing Funded projects Phase I Environmental Assessments are required to be completed on properties for which new

construction/change in use is proposed, regardless of whether Federal or State funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-Federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

- (a) Recipients started the project without the intention of using Federal assistance (e.g., as evidenced by other anticipated funding, the original project budget, etc.);
- (b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities, i.e., acquisition, construction, etc. ADOH or HUD provides authorization to proceed based on the completed ERR.

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

- CDBG.** If the Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed 18 percent of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, SHP, SPC and HOPWA funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the *Budget* in **Attachment C**. Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and outlined in OMB Circulars A-87, A-122, and A-133, as applicable, and 24 CFR Parts 44, 84, 85, 92 and 570 as applicable.

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal environmental review conditions. Requests for reimbursement must be made using the Arizona Department of Housing *Request for Payment* form hereby incorporated

into this Agreement and attached as **Attachment D**. For construction projects Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

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

Recipient's right to incur expenses under Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be requested within 60-days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the 60-day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

Section 14. FUNDS RECOUPED BY THE RECIPIENT, INTEREST AND PROGRAM INCOME

14.1 Definitions. For purposes of this section the following definitions shall apply:

"Funds Recouped by the Recipient" means funds initially provided by ADOH to the Recipient under this Agreement and any matching contributions that are recouped by the Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement, or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by the Recipient are subject to all the requirements of Program Income described below with the exception that the Recipient shall not use Funds Recouped by the Recipient for administrative purposes. For this reason, the Recipient must separately account for all Funds Recouped by the Recipient.

"Interest" means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to the Recipient under this Agreement.

"Program Income" means gross income received by the Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by the Recipient with funds provided by ADOH under this Agreement, less costs incidental to

generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by the Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

14.2 Use of Program Income and Funds Recouped by the Recipient.

The Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by the Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

The Recipient must return all Program Income, Funds Recouped by the Recipient, and Interest to ADOH within 30 days of receipt.

The Recipient must remit to ADOH any Program Income, Funds Recouped by the Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within **30 days** of receipt by Recipient.

Section 15. DEOBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

15.1 De-obligation. ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) the Recipient has completed performance under the *Scope of Work (Attachment A)* without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) the Recipient, with the consent of ADOH, cancelled or changed an activity required under the *Scope of Work* for reasons other than non-performance; or (5) the Recipient receives Program Income that has not been included in the budget or set forth in the *Scope of Work*; and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to the Recipient.

15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program,

ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.

15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to the Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if the Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accord with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.

15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that the Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) the Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work (Attachment A)* and the *Schedule of Completion (Attachment B)* or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to the Recipient.

15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that the Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment however in no case shall repayment or alternative terms be accomplished later than One Hundred Eighty (180) days following the written determination of non-compliance by ADOH.

Section 16. REVERSION OF ASSETS

16.1 Funds Remaining at Expiration. Upon expiration of this Agreement, the Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.

16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under the Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to the

Recipient in the form of a loan) in excess of \$25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by the Recipient; or (2) not be used in accordance with 24CFR Part 570.503(b)(8)(i), in which event the Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24CFR Part 570.503 (b)(8)(i).

16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under the Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to the Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions, Covenants, and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

16.4 Real Property Acquired or Improved With State Housing Trust Funds. Upon expiration of this Agreement, any real property under the Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to the Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

ADOH shall monitor and evaluate the Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to the Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist the Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves the Recipient of full responsibility for its acts or omissions in the performance of activities required by this Agreement.

Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to **Section 11** of the Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the **Schedule of Completion**, attached hereto as **Attachment B** may result in contract termination, deobligation of funds or recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

- (a) The Recipient fails to begin work on its Environmental Review pursuant to **Section 11** within the sixty (60) calendar days from the date ADOH executes the Agreement;
- (b) The Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which the Recipient does not commence any of the activities described in the **Scope of Work (Attachment A)** or fails to expend any funds in accordance with the **Budget (Attachment C)** within One hundred eighty (180) calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under **Section 15.4** hereof and/or terminate this Agreement for cause pursuant to **Section 20** of this Agreement.

Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the **Scope of Work** set forth in **Attachment A**, **Schedule of Completion** set forth in **Attachment B** and **Budget** set forth in **Attachment C** to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination and the effective date of termination. If ADOH terminates the Agreement pursuant to this Section, ADOH shall recapture all funds allocated to the Recipient under this Agreement pursuant to **Section 15.4** hereof and obtain repayment of funds expended pursuant to **Section 15.6**, hereof.

Section 21. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one or more activities) if either Party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates the Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to the Recipient under this Agreement pursuant to **Section 15** hereof.

Section 22. ENFORCEMENT

22.1 Remedies for Noncompliance. If a Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the awarding agency,
- (b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
- (c) Wholly or partly suspend or terminate the award evidenced by this Agreement,
- (d) Withhold further awards to the Recipient's project funded by the award evidenced by this Agreement,
- (e) Recapture funds and terminate contract,
- (f) Withhold future ADOH grant awards from all sources, or
- (g) Take other remedies that may be legally available.

22.2 Appealable Agency Action. Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.

22.3 Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.

22.4 Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

Section 23. CANCELLATION

Pursuant to A.R.S. § 38-511, ADOH may, within three years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of ADOH is, at any time while the Agreement or any extension of the Agreement is in effect, be an employee or agent of any other party to the Agreement in any capacity or a consultant to any party of the Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when the Recipient receives written notice of the cancellation unless the notice specifies a later time.

Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain, for inspection and audit by ADOH, all books, accounts, reports, files, including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 24 CFR Part 85.20. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds and HTF funds made available to ADOH for this purpose.

Section 26. AVAILABILITY OF FUNDS

Payments under this Agreement are subject to the availability of the federal funds provided to the Arizona Department of Housing for the HOME and CDBG programs and

the availability of state funds provided for the state HTF Program. Every payment obligation of ADOH under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOH at the end of the period for which funds are available. No liability shall accrue to ADOH in the event this provision is exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Section 27. APPLICABLE LAW AND ARBITRATION

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

Section 28. INDEMNIFICATION

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials, and employees from any and all claims, demands, suits, actions, proceedings, loss, costs, and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of Recipient, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of the Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Recipient or its subcontractors or claims under similar such laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of ADOH, the State or Arizona, or its employees.

Section 29. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development is not a party to this Agreement, and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement.

Section 30. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 24 CFR Part 84. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply

shall result in withholding of all present and future ADOH provided funds.

Section 31. AUDIT EXCEPTIONS

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments, and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

Section 32. UNALLOWABLE USE OF FUNDS

Recipient, its officers, employees and agents, shall not utilize any of the federal funds or HTF provided under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of the Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership, or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

Section 35. IDENTIFICATION OF DOCUMENTS

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, SHP, SPC, HOPWA) or state (HTF) funds used as part of this Agreement as well as acknowledgement of support from ADOH.

Section 36. COPYRIGHT

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Section 37. RIGHTS IN DATA

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to the Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. The Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

Section 39. NON-DISCRIMINATION

Recipient shall comply with Executive Order 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, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Recipient shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or disability.

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Recipient toward fulfillment of this Agreement.

Section 41. SCRUTINIZED BUSINESS OPERATIONS

Pursuant to A.R.S. § 35-391.06 and 35-393.06, the Recipient certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in A.R.S. § 35-391 or and 35-393, as applicable. If the State of Arizona or the Department determines that the

Recipient submitted a false certification, the Department may impose remedies as provided by law including cancellation or termination of this Agreement.

**SECTION 42. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401 –
IMMIGRATION LAWS AND E-VERIFY REQUIREMENT**

- (a) The Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
- (b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Recipient may be subject to penalties up to and including termination of the Agreement.
- (c) The Department retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the Recipient or Recipient’s subcontractor is complying with the warranty under paragraph (a).

Section 43. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal, or material change. Proof of Insurance from the Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

The Recipient and its Subcontractor, at Recipients’ and Subcontractors’ own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH, and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of ADOH, constitute a material breach of this Agreement.

The Recipient’s insurance shall be primary insurance as respects ADOH, and any insurance or self-insurance maintained by ADOH shall not contribute to it.

Recipient shall not fail to comply with the claim reporting provisions of the insurance

policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect ADOH.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers, and employees for any claims arising out of the Recipient's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to ADOH under such policies. The Recipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require the Recipient to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

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

The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

43.1 Required Coverage

Commercial General Liability. Recipients shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The Policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

Automobile Liability. Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of

not less than \$1,000,000 each occurrence with respect to the Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of the Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Worker's Compensation. The Recipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Recipient will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Recipient.

43.2 Certificates of Insurance

Prior to commencing work or services under this Agreement, Recipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by the Agreement, issued by Recipient's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect.

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

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

43.3 Cancellation and Expiration Notice

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

Section 44. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section "federal funds" means funding from the CDBG, HOME, HOPWA, SHP, SPC, and NSP programs; see Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration, or other agreement that secures the federal funds that are the subject of this Agreement, the Recipient and the Recipient's contractors shall comply with the requirements of the federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the federal Privacy Act and requires

the same of its contractors and subcontractors.

Section 45. NOTICES

When routine reports or correspondence is required to be sent to ADOH it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 310, Phoenix, AZ 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to the Recipient, it shall be addressed to:

City of Coolidge
Entity
Jill Dusenberry
Attention (if applicable)
130 W. Central Ave.
Mailing Address
Coolidge, AZ 85128
City State Zip

Section 46. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, recipient agrees to register the project with socialserve.com and keep the project listed with socialserve.com for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

Section 47. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipients must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of 24 inches high by 36 inches wide, include a minimum 5-inch high ADOH logo and text printed at a minimum 72 point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 48. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipients are required to provide to ADOH before and after photographs of the project in digital or film format.

**THE STATE OF ARIZONA,
ARIZONA DEPARTMENT OF HOUSING CITY OF COOLIDGE**

BY: _____

BY: _____

TITLE: Michael Traylor
Director

TITLE: Thomas R. Shope
Mayor

DATE: _____

DATE: _____

ATTACHMENT A SCOPE OF WORK

The State Housing Fund award will be comprised of *State Housing Funds* and will allow the City of Coolidge (recipient) to provide Owner Occupied Housing Rehabilitation to approximately 4 owner-occupied single-family homes located within the incorporated city limits of the City of Coolidge, Pinal County Arizona.

This contract award is contingent upon:

- A. Assistance is reserved for the following incomes:
 - a. 100% (4 households) for households at or below 60% of area median income.
- B. The program will serve the following priority populations:
 - a. 50% (2 households) families with children under the age of 18; and
 - b. 50% (2 households) elderly (62 years of age and older);
- C. All owner occupied housing rehab activities must meet local code and the State rehabilitation guidelines.
- D. Manufactured housing units must be permanently affixed to land owned by household and not in a leased mobile park.
- E. All Manufactured housing units must meet the following
 - a. Placed on a permanent foundation (requires certification) and is connected to permanent utility hook-ups;
 - b. Is located on land that his held in fee-simple title, or long-term ground lease with a term of at least 99 years (50yrs for tribal land); and
 - c. Meets the construction standards of 24 CFR 3280 if manufactured after June 15, 1976, or, meets applicable local and/or state codes if manufactured prior to June 15, 1976.
- F. Satisfactory ERR completed prior to any construction activity or any expenditure of funds.
- G. Maximum State Housing Fund investment per unit is \$50,000 for rehabilitation and \$75,000 for replacement and will include project specific administration for the unit.

Assistance will be provided to the beneficiaries in the form of a 0% deferred forgivable loan with the following recapture periods per section 6.11.1.3 of the State FY2007 Program Summary and Application Guide:

Amount of State Funds Invested per Unit	Recapture Period
Under \$15,000	5 Years
\$15,000 to \$40,000	10 Years
Over \$40,000	15 Years

Project Funds

The State has reserved \$300,000.00 from the HOME Program for project funding. Approved uses include: demolition, direct construction, lead based paint inspection/clearance, permits/fees, title/recording fees, rent/lodging for temporary relocation if attributable to a specific unit, and project specific administration (rehab specialist).

Administrative Funds

The State has reserved \$30,000.00 from the Housing Trust Fund for general administration. Approved uses include: salaries, wages and ERE for positions identified in the application, professional services, travel, general office supplies, equipment maintenance and repair, rent and operating services.

HOUSING PERFORMANCE REPORT

Recipient City of Coolidge

Report Period _____ Year _____

Contract # 301-11

September December March June

APPLICANT/BENEFICIARY DATA

Homeownership Activity

Homeownership activities are deemed completed when the mortgage closing has taken place. Homeownership counseling activities are deemed complete when the persons have completed all required counseling sessions.

Housing - New Construction Activity

New construction activities are deemed completed when construction is complete, final payment has been issued to all contractors and a certificate of occupancy has been issued.

Housing Rehabilitation Activity (including wells/septic installations for individual households; replacement of manufactured homes (mobile homes); private sewer/water hookups and meters)

Housing rehabilitation activities are deemed complete when the rehabilitation of the unit is complete, the release of liens is signed and final payments have been issued to all contractors.

RACIAL CATEGORIES (HUD DESIGNATED)	TOTAL NUMBER OF ELIGIBLE APPLICANTS **		TOTAL HOUSEHOLDS BENEFITING***		TOTAL PERSONS BENEFITING***	
	RACIAL GROUP	*HISPANIC	RACIAL GROUP	*HISPANIC	RACIAL GROUP	* HISPANIC
WHITE						
BLACK/AFRICAN AMERICAN						
ASIAN						
AMERICAN INDIAN/ALASKAN NATIVE						
NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER						
AMERICAN INDIAN/ALASKAN NATIVE AND WHITE						
ASIAN AND WHITE						
BLACK/AFRICAN AMERICAN AND WHITE						
AMERICAN INDIAN/ALASKAN NATIVE & BLACK/AFRICAN AMERICAN						
OTHER MULTI-RACIAL						
TOTALS						

*Hispanic HUD has designated Hispanic as an ethnic group. A household or person can be identified as both a member of a racial group and an ethnic group.

** Applicant A person/household who has applied for and has been determined to be eligible to receive assistance based on the requirements specific to that program regarding income, location of home, type of home, type of rehab needed, age, family size, etc. or a person/household who has applied for a specific public service. The "applicant" may or may not receive a benefit, depending on the length of the program and the availability of funds. If multiple persons apply for housing or public services under one household application form, only one person can be deemed "applicant" and thus determines the race and ethnicity of the household. This determination can be made by the recipient.

***Benefiting A household/person that meets the eligibility requirements of the program and has actually received the benefit, e.g. received a rehab loan/grant, homeownership assistance or public service being offered.

Complete chart below to show how many of the total number of households/persons benefiting were in these categories:

OTHER BENEFICIARY DATA		
TOTAL NUMBER BENEFITING:	HOUSEHOLDS BENEFITING***	PERSONS BENEFITING***
FEMALE HEAD OF HOUSEHOLDS		
ELDERLY		
DISABLED		

NARRATIVE

PART 1

In the space below, provide a summary of the current status including significant accomplishments and milestones of each grant including, but not limited to the following specific project type information:

- For Housing activities, number of applications received, being processed and awarded; projects out to bid; under construction; status of loan portfolio; closings scheduled; persons on waiting list; etc.

PART 2

- A. Explain any variances between accomplishments (proposed and actual beneficiaries) previously reported and the accomplishments being reported this period.
- B. When will the project be completed? Describe the steps to be taken to ensure the completion of the project within the required timeframes.
- C. Provide a detailed description of any problems that are impeding the progress and/or schedule of the project and the efforts taken to resolve the problems.

Prepared by (print) _____

Signature _____

Date _____

Phone _____

email _____

ATTACHMENT F

CERTIFICATION AND OTHER REQUIREMENTS RELATING TO TITLE I ASSISTANCE

The applicant hereby assures and certifies that:

1. It possesses legal authority to apply for Community Development Block Grant funds, and to execute the proposed program.
2. Prior to the submission of the application, the applicant's governing body has duly adopted or passed as an official act a resolution authorizing the submission of the application, including all understandings, assurances, statutes, regulations and orders contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. Its chief executive officer or other officer of the applicant approved by the State:
 - a. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.1(a) (3) and (a)(4), which further the purposes of NEPA insofar as the provisions of such Federal law apply to this program.
 - b. Is authorized and consents on behalf of the applicant and him(her)self to accept the jurisdiction of the federal and State courts for the purpose of enforcement of his/her responsibilities as such an official.
4. It will comply with the provisions of Executive Order 11990, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
5. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966, P.L. 93-291 (16 U.S.C. 469a-1, et.seq.).
6. It will administer and enforce the labor standard requirements of the Davis Bacon Act, as amended at 40 U.S.C. 276a-276a-5, and the Contract Work Hours and Safety Standards Act at 40 U.S.C. 327-333.
7. It will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.
8. It shall comply with the requirements of the 1992 Lead Based Paint Poisoning Prevention Act of 42 U.S.C. 4821-4846 (also Title X of the Housing and Community Development Act of 1992) and implementing regulations at 24 CFR Part 35.
9. It will comply with the provisions of 24 CFR part 58 "Uniform Grant Administrative Requirements" and OMB Circular A-87.
10. It will comply with the American Disabilities Act and Section 504 of the Rehabilitation Act, as amended.
11. It will comply with
 - a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), and the regulations issued pursuant thereto (24 CFR Part 1).
 - b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90- 284), as amended.

- c. Section 109 of the Housing and Community Development Act of 1974.
 - d. Executive Order 11063 pertaining to equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
 - e. Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60).
 - f. Section 3 of the Housing and Urban Development Act of 1968, as amended.
 - g. Federal Fair Housing Act of 1988, P.L. 100-430.
 - h. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1973, 42 U.S.C. 6101-07, and the prohibitions against discrimination against persons with handicaps under Section 504 of the Rehabilitation Act of 1973, (P.L. 93-112), as amended, and the regulations at 24 CFR Part 8.
 - i. The requirements of the Architectural Barriers Act of 1966 at 42 U.S.C. 4151-415.
12. It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations.
 13. It will comply with applicable conflict of interest provisions, incorporate such in all contracts and establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
 14. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
 15. It will give representatives of the State, the Secretary of HUD, the Inspector General, and the General Accounting Office access to all books, accounts, records, reports, files and other papers, things, or property belonging to it or in use by it pertaining to the administration of State CDBG assistance.
 16. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
 17. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub.L. 93-234, 87 Stat., 975, approved December 31, 1973. Section 103 (a) required, on and after March 2, 1974.
 18. It has AND WILL COMPLY WITH THE PROVISIONS OF THE STATE OF ARIZONA CITIZEN AND PUBLIC PARTICIPATION PLAN FOR THE STATE OF ARIZONA CDBG PROGRAM.
 19. It has developed plans to minimize displacement of persons as a result of activities assisted in whole or in part with CDBG funds and to assist persons actually displaced as a result of such activities, and has provided information about such plans to the public.
 20. It will not recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements **unless**:
 - a. the CDBG funds are used to pay the proportion of the fee or assessment that is financed from other revenue sources, or:
 - b. it will certify to the State in writing that it lacks sufficient CDBG funds to comply with (a) but that it will not assess properties owned by very low income persons.

21. It will provide all other funds/resources identified in the application, or any additional funds/resources necessary to complete the project as described in the application as submitted, or as may be later amended.
22. It will comply with the requirements of the Single Audit Act of 1996 and OMB Circular A-133; and if the grant is closed out prior to all funds having been audited, it shall refund to Commerce any costs disallowed as a result of any audit conducted after the date of grant closeout.
23. It hereby adopts and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and will enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
24. It will ensure that, to the best of the knowledge and belief of the undersigned:
 - a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the 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;
 - b. 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, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. the undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

"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."

25. It shall comply with the provisions of Section 102 of the HUD Reform Act of 1989.
26. It shall ensure that efforts are made to recruit minority, disabled and woman owned businesses for its vendor/supplier lists.

RESOLUTION No. 10-32

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF COOLIDGE, ARIZONA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR STATE HOUSING FUNDS (WHICH MAY INCLUDE FEDERAL FUNDING THROUGH THE HOME INVESTMENT PARTNERSHIP PROGRAM OR STATE HOUSING FUNDS), CERTIFYING THAT SAID APPLICATION MEETS THE COMMUNITY'S HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE HOUSING PROGRAMS, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

WHEREAS, the Mayor and Common Council of the City of Coolidge is desirous of undertaking affordable housing development activities; and

WHEREAS, the State of Arizona is administering the State Housing Fund Program; and

WHEREAS, the State Housing Fund requires that State Housing Funds benefit low income households; and

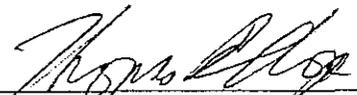
WHEREAS, the activity in the application addresses the community's low-income population housing needs; and

WHEREAS, a recipient of State Housing Funds is required to comply with the program guidelines, State and Federal Statutes and regulations.

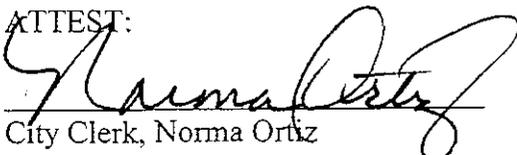
NOW THEREFORE, BE IT RESOLVED, that the Mayor and Common Council of the City of Coolidge, Arizona, authorize an application to be made to the State of Arizona for funding from the State Housing Fund, and authorize Mayor Thomas R. Shope to sign application and contract or grant documents for receipt and use of these funds, and authorize Jill Dusenberry, Assistant City Manager to take all actions necessary to implement and complete the activities submitted in said application(s); and

THAT, the Mayor and Common Council of the City of Coolidge, Arizona, will comply with all State Housing Fund Program Guidelines, State and Federal Statutes and regulations applicable to the State Housing Fund Program (HOME program and/or State Housing Trust Fund) and the certifications contained in the (these) application(s).

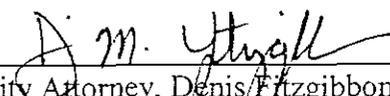
PASSED AND ADOPTED by the Mayor and Common Council of the City of Coolidge this 13th day of December, 2010.



Mayor Thomas R. Shope

ATTEST:


City Clerk, Norma Ortiz

APPROVED AS TO FORM:


City Attorney, Denis Fitzgibbons

**CITY OF COOLIDGE
CITY COUNCIL ACTION FORM**

**SUBJECT: NLC Community Showcase
Video/Banner Program**

**STAFF PRESENTER: Robert F. Flatley, City
Manager**

RECOMMENDATION:

Staff recommends that Council adopt this Program and sign the attached Agreement, Addendum and Letter of Introduction (which is a draft to be modified as needed by City staff). The Coolidge Economic Development Committee has reviewed this Program and suggests we go forward with it.

DISCUSSION:

The National League of Cities (NLC) Showcase Video Program, administered by CGI Communications, Inc., will produce a series of online videos to showcase the assets and attributes that the City of Coolidge has to offer to its residents and prospective businesses.

Another phase of the Program provides for street banners, designed exclusively for the City, branding the City's website and showing Coolidge's economic vitality and support of its business community.

FISCAL IMPACT:

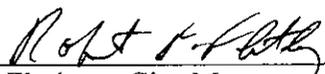
The NLC Program is designed to meet the promotional needs of small communities at no cost to the City.

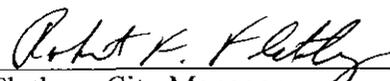
Attachments

Community Showcase and Banner Program Agreement
Addendum to that Program
Draft letter of introduction to be modified by City staff

REVIEWED BY:

PREPARED BY:


Robert F. Flatley – City Manager


Robert F. Flatley - City Manager


Lisa Pannella – Finance Director

Reviewed Via Email
Denise Fitzgibbons – City Attorney

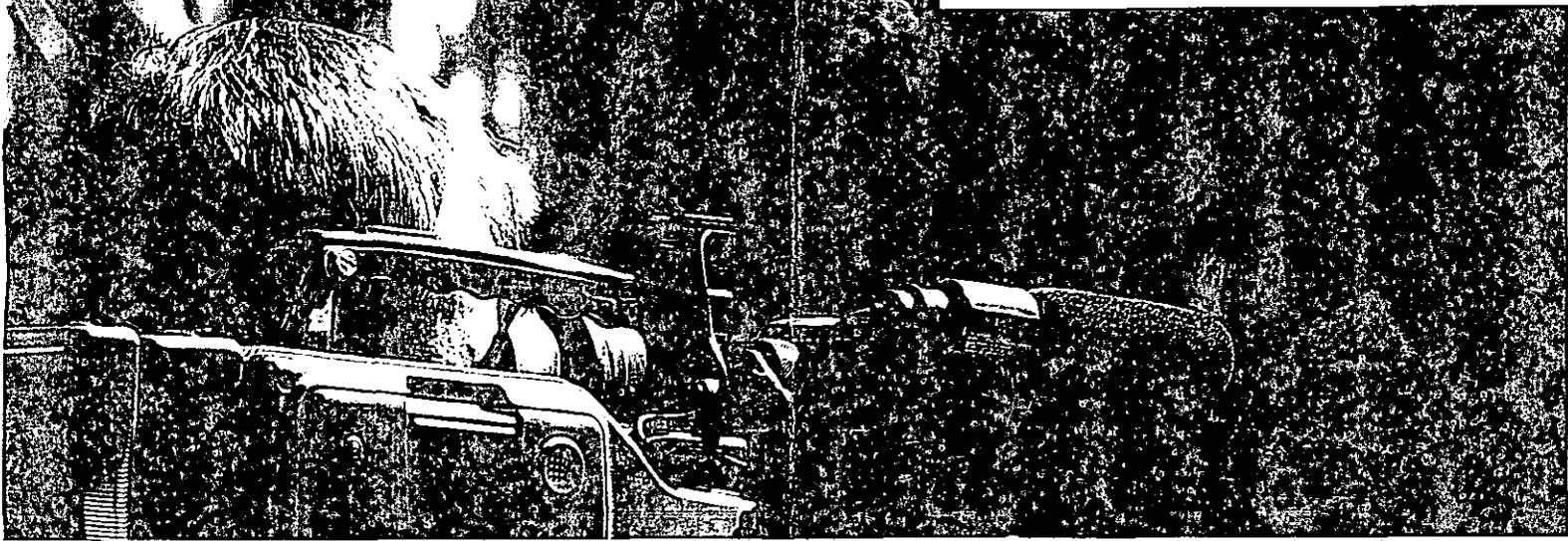
NATIONAL LEAGUE of CITIES ENTERPRISE PROGRAMS



Jered Shuknecht
Marketing Executive

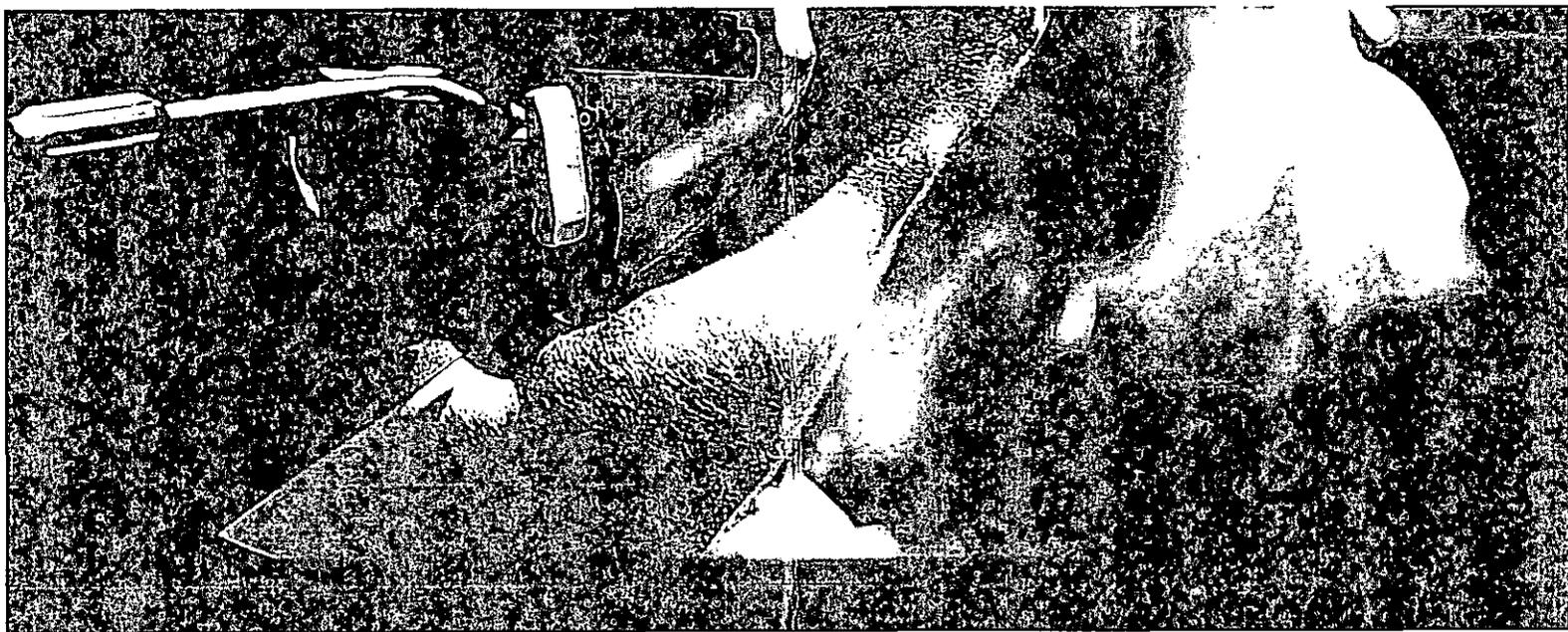
Corporate Headquarters
130 East Main Street
Granite Building
Rochester, NY 14604
www.cgicomunications.com

Tel: 800.398.3029 x408
Cell: 585.356.5144
Fax: 866.429.8611
JeredS@cgicomunications.com



NLC COMMUNITY SHOWCASE VIDEO PROGRAM

Driving Business, Tourism and Residents to Your Community



Mayors, TV Wisconsin Internet Explorer



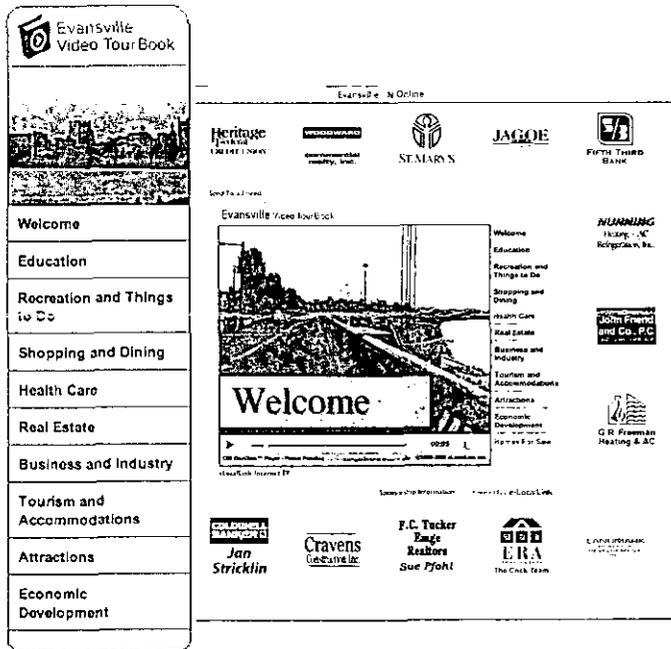
Bringing Solutions and Savings to Cities

NLC COMMUNITY SHOWCASE VIDEO PROGRAM

DRIVING BUSINESS, TOURISM AND RESIDENTS TO YOUR COMMUNITY

COMMUNITY PROMOTION SOLUTION

The NLC Community Showcase Video Program, administered by CGI Communications, Inc., provides unique video programming for local governments to enhance their website at NO COST to the city. It is designed to meet the promotional needs of communities large and small.



VIDEO TOURBOOK

CGI works with your community directly to add video features to your city website which will showcase your city to visitors, communicate with residents, and help attract and retain businesses. The Video TourBook, the primary program feature, includes a video message from the mayor or other city official and has additional video features highlighting education, recreation, business and industry, shopping and dining, and other assets of the community.

BENEFITS

- NO COST to your city
- Promotion of economic growth
- More effective online communications
- Simple implementation process
- Easy access for your online audience
- Onsite video filming
- Script writing and video consultation
- Professional video production

ADDITIONAL FEATURES

CGI offers additional services that provide even greater possibilities to communicate and interact with residents, business leaders and visitors to your city: the Video Avatar and the SmartCast podcast. The Video Avatar enables you to give a voice and face to your city website and the means to answer questions from residents even when city hall is closed. The SmartCast podcasting technology provides the capability to add real-time voice recordings to the city website. Important messages from the mayor or other officials can be added remotely from a cell phone.

MORE INFORMATION

To learn more about this program, visit NLC's website at www.nlc.org/enterpriseprograms or contact Stephanie Long, Program Associate, at long@nlc.org or (202) 626-3058.

This program is administered by CGI Communications, Inc. CGI is solely responsible for the implementation and operation of the program.

Bob Flatley

From: Bob Flatley [bobf@coolidgeaz.com]
Sent: Tuesday, April 05, 2011 1:54 PM
To: 'Brett Huras'
Subject: FW: CGI Communications Inc.

Jered just called and I told him I was forwarding this to you. Our City Attorney, Ann, has requested some additions to the contract that should not cause a problem ... they are standard Arizona additions. I would need your blessing ASAP in order to get this before our City Council on Monday evening to get them to sign off on it. Thanks for your help.

-----Original Message-----

From: Ann Schrooten [mailto:Ann@fitzgibbonslaw.com]
Sent: Tuesday, April 05, 2011 1:33 PM
To: bobf@coolidgeaz.com
Subject: CGI Communications Inc.

Bob:

I reviewed the Agreement with CGI Communications, Inc. Attached are additional provisions that should be included in the Agreement. They are standard contract provisions that are in all City contracts.

Let me know if you have any questions.

Thank you.

Ann

Ann F. Schrooten, Esq.
Fitzgibbons Law Offices, P.L.C.
1115 E. Cottonwood Lane, Suite 150
Casa Grande, AZ 85122
(520) 426-3824
(520) 426-9355 (fax)
ann@fitzgibbonslaw.com



For more information about Fitzgibbons Law Offices, P.L.C., please visit us at www.fitzgibbonslaw.com

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Community Showcase and Banner Program Agreement

CGI Communications, Inc.
130 East Main Street, 8th Floor
Rochester, NY 14604
800-398-3029 phone
866-429-8611 fax

Name: Robert Flatley
Title: City Manager
Address: 130 E. Central Avenue
City, State, Zip: Coolidge, AZ 85128
Phone: 520-723-6006
Email: bobf@coolidgeaz.com
Website: www.coolidgeaz.com

This agreement is between CGI Communications, Inc. and the City of Coolidge and shall remain in effect from the date it is signed by both parties until the completion of three (3) years of banner display in the City as described herein. The term of this agreement shall automatically renew unless either party gives 60 days written notice of termination or modification prior to expiration. CGI, Communications, Inc. and its Community Banner Services division shall provide:

- Website Welcome video from your Mayor or other civic leader and an Education, Quality of Life, and Real Estate/Relocation video (approx. 1 minute in duration)
- Up to 2 additional videos to showcase various aspects of your community and/or organization (providing a total of six 1 minute community highlight videos)
- Script writing and video content consultation
- A videographer will come to your location to film videos
- All aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Final draft of Community Video Program content subject to your approval
- Patent-pending OneClick™ Technology and encoding of all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia® and QuickTime®
- Store and stream all videos on CGI's dedicated server
- Business sponsors allowed on the perimeter of video panels
- Duration of sponsor participation will be one year and eLocalLink is solely responsible for annual sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- eLocalLink will own copyrights of the master Community Video Program
- Full-color, custom graphic vinyl banners
- A minimum of 10 banners with business sponsors allowed on the bottom 33%
- Design and size customized to meet your City's specifications (standard size 30" x 60)
- Business sponsor's name and/or logo displayed on lower 33% of each banner
- Quantity of banners determined by number of sponsor participants
- Duration of sponsor participation will be one year and Community Banner Services is solely responsible for annual sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- New banner design, if warranted or necessary for each 12 month period
- New business sponsors for each 12 month period; lower portion to be consistent with upper design and color scheme
- All necessary hardware
- Free replacement of torn, worn, and/or damaged banners within 30 days of notification from City
- The City of Coolidge will assume no cost or liability for this project

Program Add-Ons if received by 03/25/11:

- Installation of all banners and replacement banners as needed

The City shall provide CGI and its Community Banner Services Division:

- A letter of introduction for the program on City's letterhead
- The right to use City's name in connection with the preparation, production, and marketing of the program set forth herein
- Identification of, and access to, the preferred pole sites for proper banner placement
- Monitoring and maintenance of banners as needed throughout their annual display
- Report, torn, and/or damaged banners in need of replacement to CGI and its Community Banner Services division

- City is responsible for removal of all banners and bracket system upon expiration of agreement
- Agrees to display the "Video Tour Book" link to be no less than 150 by 400 pixels prominently on the www.coolidge.com website homepage for the term of this agreement
- In the event contract signatory changes, the City of Coolidge agreement shall remain valid until the agreed upon expiration

This Agreement constitutes the entire agreement of the parties and supersedes any and all prior communications, understandings and agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein.

We, the undersigned, understand the above information and have full authority to sign this agreement.

City of Coolidge, AZ, US

CGI Communications, Inc.

Signature:

Signature: *Nicole Rongo*

Name (printed):

Name (printed): Nicole Rongo

Title:

Title: Vice President of Marketing

Date:

Date: 03/24/11

Addendum to Community Showcase and Banner Program Agreement

The following provisions are incorporated in and made a part of the Community Showcase and Banner Program Agreement ("Agreement") between the City of Coolidge, Arizona and CGI Communication, Inc. dated _____.

Indemnity: CGI, Communications, Inc. and its Community Banner Services Division shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any act, omission, or failure of CGI, Communications, Inc. and its Community Banner Services Division, its officers, agents, employees, or subcontractors in connection with the services provided by CGI, Communications, Inc. and its Community Banner Services Division pursuant to this Agreement. This indemnification shall not apply to any damage resulting from the gross negligence of the City, its agents and employees.

Undocumented Workers: CGI, Communications, Inc. and its Community Banner Services Division understand and acknowledge the applicability to it of the Immigration Reform and Control Act of 1986. Under the provisions of A.R.S. '41-4401, CGI, Communications, Inc. and its Community Banner Services Division hereby warrant to the City that the CGI, Communications, Inc. and its Community Banner Services Division and each of its subcontractors (ASubcontractor@) will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. '23-214(A) (hereinafter AImmigration Warranty@). A breach of the Immigration Warranty shall constitute a material breach of this Agreement and shall subject the CGI, Communications, Inc. and its Community Banner Services Division to penalties up to and including termination of this Agreement at the sole discretion of the City. The City retains the legal right to inspect the papers of any CGI, Communications, Inc. and its Community Banner Services Division or Subcontractor employee who works on this Agreement to ensure that the CGI, Communications, Inc. and its Community Banner Services Division or Subcontractor is complying with the Immigration Warranty. CGI, Communications, Inc. and its Community Banner Services Division agree to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the CGI, Communications, Inc. and its Community Banner Services Division and any of its Subcontractors to ensure compliance with Immigration Warranty. CGI, Communications, Inc. and its Community Banner Services Division agree to assist the City in regard to any random verification(s) performed.

Neither the CGI, Communications, Inc., its Community Banner Services Division nor any Subcontractor shall be deemed to have materially breached the Immigration Warranty if they establish that it has complied with the employment verification provisions

prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. '23-214, Subsection A.

The provisions of this section must be included in any contract the CGI, Communications, Inc. and its Community Banner Services Division enter into with any and all of its subcontractors who provide services under this Agreement or any subcontract. AServices@ are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor.

Scrutinized Business Operations: In signing this Agreement, CGI, Communications, Inc. and its Community Banner Services Division certify pursuant to ARS §35-391 that they do not have scrutinized business operations in the Sudan and pursuant to ARS §35-393 that they do not have scrutinized business operations in Iran.

Conflicts of Interest: The provisions of A.R.S. §38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.

City of Coolidge

CGI Communications, Inc.

By: _____

Mayor

By: Nicole Rango

Its: VP of Marketing

Date: _____

Date: 4/6/11

Dear Coolidge Business Owner:

The City has accepted the services of Rochester, New York-based CGI Communications, Inc. (www.cgicomcommunications.com). eLocalLink, a division of CGI Communications will produce a series of online videos to showcase the assets and attributes that the City of Coolidge has to offer to its residents, its visitors, and its business community.

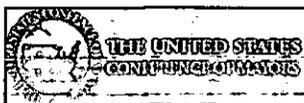
Another phase of the program provides for street banners, designed exclusively for our community, branding our website address (www.coolidgeaz.com) and also showing Coolidge's economic vitality, and the support of our business community. Community Banner Services, a division of CGI Communications will facilitate this aspect of the overall program.

To complete the project, it will also be possible for a limited number of businesses to share their story with visitors to the City of Coolidge's website by using video streaming. When the project is completed, the City's website will serve as the entrance for the City of Coolidge's story online.

A representative of CGI Communications, Inc. will be contacting you to offer you an opportunity to participate. We encourage you to consider participating in this program, which we feel is truly a win-win for all involved.

Sincerely,

Name
Title



The Future of Online Communications

CGI Communications, Inc. will work hand in hand with your municipality to produce a series of professionally designed videos to showcase your community to residents, families, businesses and visitors to the area. This video series will give your Mayor and/or other City official the opportunity to introduce and welcome your online audience to your community! In addition, the videos will also highlight all the assets and attributes that your community has to offer such as Education, Healthcare, Recreation, Business and Industry, and many more!

Why Participate?

1. In today's everchanging world our program gives municipalities the opportunity to keep up with technology.
2. Fully produced professional videos.
3. All video content is hosted by CGI and is linked directly from your website.
4. Free program for all participants.
5. CGI does it all for you!



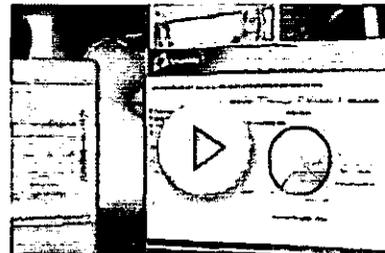
Video Tourbook

CGI Communications will work hand in hand with your municipality to produce a series of professionally designed videos to showcase your community to residents, families, businesses and visitors to the area.



Community Showcase

This video series will give your mayor and/or other city official the opportunity to introduce and welcome your online audience to your community! In addition, the videos will also highlight all the assets and attributes that your community has to offer such as Education, Healthcare, Recreation, Business and Industry, and many more!



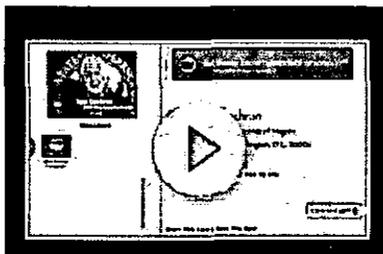
SmartConnect™

CGI's Tracking technology will allow your municipality to track all video activity through our SmartTrack™ Technology. Providing information to better tailor your official website to accommodate the needs of your online audience.



VMail Capabilities

Allow your municipality the ability to email your video content out to all of your future residents, families and businesses inquiring about information on what your community has to offer!



Video Business Card

Communication through the internet has opened up new pathways to inform and educate the masses. More people than ever before are on the internet and looking to communicate. Take advantage today!



Testimonials

Take a moment to listen to testimonials from some of our clients!

[CGI Communications] eLocalLink MyCounty.tv Mayors.tv ChamberOfCommerce.tv MyOrg.tv CVBs.tv



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e-LocalLink™ INTERNET TELEVISION

Become a **Destination City**

eLocalLink offers seamless streaming video to thousands of communities and businesses nationwide.

[Click to watch executive bios](#)

What We Offer Communities

What We Offer Businesses

Interested in Seeing More?

Hundreds of businesses and communities across the country have partnered with eLocalLink. We encourage you to browse through our existing clients' video libraries to see what we have to offer you.

Samples

- Boise, Idaho
- Neenah, Wisconsin
- Baton Rouge, Louisiana

Promotional Videos

eLocalLink provides communities with free promotional videos. These brief segments, filmed on-site, highlight the unique community strengths that are most likely to drive business, tourism, and population growth.

Easy Web Access

We provide a convenient web link from your city's homepage to all of your online videos.

Informational Videos

eLocalLink works with you to create informational videos that will get your business into the local spotlight. From initial scripting to the final cut, you'll be able to tailor your video for maximum impact.

Exposure

The completed video is linked to from your community's website, where it will be viewed by hundreds of local residents.

Consumer

Education Series [\[Click for Samples\]](#)

The Consumer Education Series pairs eLocalLink's promotional clips with educational videos of interest to a wide range of consumers. By aligning your custom advertising with industry-specific informational clips, you target your message to those most likely to purchase your product.



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become reality

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DiRENZO & BOMIER
Attorneys at Law


COMMUNITY FIRST
CREDIT UNION

COLDWELL BANKER
THE REAL ESTATE GROUP, INC.

Helena Jucyno

COLDWELL BANKER
THE REAL ESTATE GROUP, INC.