

Mayor
Cathy Carlat

Mesquite
District
Bridget
Binsbacher,
Vice Mayor

Acacia
District
Vicki Hunt,
Mayor Pro Tem

Ironwood
District
Bill Patena

Palo Verde
District
Michael Finn

Pine
District
Denette Dunn

Willow
District
Jon Edwards

City Council Meeting Notice & Agenda

Tuesday, October 15, 2019
City Council Chamber
8401 West Monroe Street
Peoria, AZ 85345



Regular Meeting

7:00 P.M. Convene

Pledge of Allegiance

Roll Call

Final Call to Submit Speaker Request Forms

Presentation

1. **Fighter Country Partnership Update**
2. **Library Card Design Winners**

Consent Agenda

CONSENT AGENDA: All items listed on the Consent Agenda are considered to be routine or have been previously reviewed by the City Council, and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests; in which event the item will be removed from the General Order of Business, and considered in its normal sequence on the Agenda.

Consent

3 C. **Board and Commission Appointment**

Discussion and possible action to approve the recommendations from the Council Boards and Commissions Subcommittee and adopt **RES. 2019-123** appointing Ravi Bhakta as a regular member of the Youth Advisory Board.

4 C. **Contract, J.R. Filanc Construction Company, Inc., Lift Station L103 Operational Improvements**

Discussion and possible action to approve a contract with JR Filanc Construction Company, Inc. for a guaranteed maximum price not to exceed \$1,084,130 to construct the 101st and Northern Avenues Lift Station L103 Pretreatment System Upgrade project.

5 C. **Grant, Arizona Department of Homeland Security, Statewide Disaster Response Program**

Discussion and possible action to: (a) authorize the acceptance of two grants from the Arizona State Department of Homeland Security (AZDOHS) in the amount of \$52,874; and (b) approve a budget amendment in the amount of \$52,874 from the Proposed Grants Contingency account to the AZDOHS grant account.

6 C. **Intergovernmental Agreement, Arizona Department of Transportation, Loop 303 Traffic Interchange at Jomax Road**

Discussion and possible action to adopt **RES. 2019-124** approving an Intergovernmental Agreement with the State of Arizona Department of Transportation (ADOT) for the design and construction of the Loop 303 Traffic Interchange at Jomax Road.

7 C. **Intergovernmental Agreement Amendment, Regional Public Transportation Authority, Grant for Bus Stop Improvements**

Discussion and possible action to (a) authorize the City Manager to execute an Intergovernmental Agreement Amendment with the Regional Public Transportation Authority (RPTA) for funding bus stop accessibility improvements; and (b) approve a budget amendment in the amount of \$260,000 to establish the budget authority to expend the grant dollars.

8 C. **Deeds and Easements, Various Locations**

Discussion and possible action to adopt **RES. 2019-125** accepting Deeds and Easements for various Real Property interests acquired by the City.

9 C. **PUBLIC HEARING – Grant, United States Department of Justice, Edward Byrne Memorial Justice Assistance Grant**

Discussion and possible action to: (a) authorize acceptance of a United States Department of Justice, Edward Byrne Memorial Justice Assistance Grant in the amount of \$25,719; and (b) approve a budget amendment in the amount of \$25,719 from the Proposed Grants Contingency fund to the Justice Assistance Grant fund.

Regular Agenda

New Business

10 R. **Minor General Plan Amendment, Villages at Pioneer Park, 83rd Avenue and Olive Avenue**

Discussion and possible action to concur with the Planning and Zoning Commission's unanimous recommendation and adopt **RES. 2019-126** approving an amendment to the General Plan Land Use Map re-designating a 30.21 acre site located at the southwest corner of 83rd Avenue and Olive Avenue from Community Commercial to Medium-High Density Residential (8-15 du/ac).

11 R. **Rezoning, Villages at Pioneer Park, 83rd Avenue and Olive Avenue**

Discussion and possible action to concur with the Planning and Zoning Commission's unanimous recommendation and adopt **ORD. 2019-27** approving the rezoning of Olive Crossroads Planned Area Development (PAD) to the Villages at Pioneer Park PAD.

Call To The Public (Non-Agenda Items)

If you wish to address the City Council, please complete a Speaker Request Form and return it to the clerk before the call to order for this meeting. The City Council is not authorized by state law to discuss or take action on any issue raised by public comment until a later meeting.

Reports from City Manager

12. **Reports**

A. **Business Licensing Automation**

Reports from City Council

Reports from the Mayor

Adjournment

NOTE: Documentation (if any) for items listed on the Agenda is available for public inspection, a minimum of 24 hours prior to the Council Meeting, at any time during regular business hours in the Office of the City Clerk, 8401 W. Monroe Street, Room 150, Peoria, AZ 85345.

Accommodations for Individuals with Disabilities. Alternative format materials, sign language interpretation and assistive listening devices are available upon 72 hours advance notice through the Office of the City Clerk, 8401 West Monroe Street, Peoria, Arizona 85345 - Phone: (623) 773-7340 or FAX (623) 773-7304. To the extent

possible, additional reasonable accommodations will be made available within the time constraints of the request. The City has a TDD line where accommodations may be requested at: (623) 773-7221.

Public Notice

In addition to the City Council members noted above, one or more members of the City of Peoria Boards and Commissions may be present to observe the City Council meeting as noticed on this agenda.

City Council Meetings can be viewed live on Channel 11 (Cox Cable) and are available for viewing on demand at <https://www.peoriaaz.gov/government/mayor-and-city-council/city-council-videos>

City Manager

Jeff Tyne

City Clerk

Rhonda Geriminsky

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 1.

Date Prepared: 9/19/2019

Council Meeting Date: 10/15/2019

TO: Honorable Mayor and City Council
FROM: Jeff Tyne, City Manager
SUBJECT: Fighter Country Partnership Update

Summary:

As a long-time sponsor of Fighter Country Partnership (FCP) and the Fighter Country Foundation, the City received periodic updates on the various initiatives and support programs FCP offers to Luke service members and their families. This presentation will highlight their most recent projects and programs.

Ron Sites, FCP Executive Director, will provide an update to Council regarding his organization's efforts in supporting the men, women and families of Luke Air Force Base.

Previous Actions/Background:

The City of Peoria's support for Luke Air Force Base goes back several decades. In addition to being the training ground of the world's finest fighter pilots, Luke provides an estimates \$2.7 billion impact to the Arizona economy.

One of the many ways the City has worked to support Luke has been the City's long-standing annual sponsorship of FCP and the Fighter Country Foundation. These organizations work to support the men, women and families of Luke by supporting many events and human service programs for the personnel of the base.

Contact Name and Number:

Thomas Adkins, (623) 773-7370

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 2.

Date Prepared: 10/1/2019

Council Meeting Date: 10/15/2019

TO: Jeff Tyne, City Manager

THROUGH: Erik Strunk, Deputy City Manager

FROM: John R. Sefton Jr., Parks, Recreation and Community Facilities Director

SUBJECT: Library Card Design Winners

Summary:

In conjunction with National Library Card Month in September, the Library holds a “Design a Library Card” Contest each year. The winning designs are printed on new library cards and offered as options for new cardholders.

In 2020, the Peoria Public Libraries will be celebrating 100 years of service to the community. Therefore, the contest theme this year is the centennial, with contest entrants expressing what 100 years of library service means to them. Winners have been chosen from more than 100 entries in three categories: Child, Teen and—for the first time—Adult. Each winner will receive a \$100 gift card, an appreciation certificate and a graphic print of their winning design, courtesy of the Friends of the Library.

Contact Name and Number:

Nathaniel Washburn, (623) 773-7557

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 3C.

Date Prepared: 7/16/2019

Council Meeting Date: 10/15/2019

TO: Jeff Tyne, City Manager
THROUGH: Andy Granger, Deputy City Manager
FROM: Rhonda Geriminsky, City Clerk
SUBJECT: Board and Commission Appointment

Purpose:

Discussion and possible action to approve the recommendations from the Council Boards and Commissions Subcommittee and adopt **RES. 2019-123** appointing Ravi Bhakta as a regular member of the Youth Advisory Board.

Summary:

The Council Boards and Commissions Subcommittee makes recommendations for board and commission membership based on term expirations, vacancies from resignations, or changes to member eligibility status.

Previous Actions/Background:

On September 10, 2019, the Council Boards and Commissions Subcommittee made an appointment recommendation to the Youth Advisory Board.

Options:

A: Appoint the recommended board and commission member.

B: Continue recruitment efforts to fill the board and commission vacancy.

Staff Recommendation:

This is a request for City Council to appoint Ravi Bhakta as a regular member of the Youth Advisory Board for a partial term to expire June 2020.

Fiscal Analysis:

There is no fiscal impact regarding this item.

ATTACHMENTS:

Resolution

Contact Name and Number:

Rhonda Geriminsky, (623) 773-7340

RESOLUTION 2019-123

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF
THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA,
APPOINTING A MEMBER TO THE YOUTH ADVISORY
BOARD AND ESTABLISHING THE TERM OF OFFICE.

WHEREAS, there is a current or upcoming Board and Commission vacancy
as shown below; and

Board or Commission Name	Member Name	Current Term Expiration	Member Status
Youth Advisory Board	Vacant	6/30/2020	Regular

WHEREAS, the following individual desires to be appointed to the Board and
Commission for the term as shown below; and

Board or Commission Name	Member Name	New Term Start Date	New Term Expiration Date	Member Status
Youth Advisory Board	Ravi Bhakta	10/15/2019	6/30/2020	Regular

WHEREAS, pursuant to Chapter 3 of the Peoria City Code (Boards and
Commissions) and City Council Policy 1-5 (Appointments to Boards and
Commissions) the Council Boards and Commissions Subcommittee recommends
the appointment as shown in the table above; and

WHEREAS, the Mayor and City Council of the City of Peoria desire to
confirm the Subcommittee's recommendation for Board and Commission
appointment.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of
the City of Peoria that the recommended member is appointed for the term as
shown in the table above.

PASSED AND ADOPTED by the Mayor and City Council of the City of
Peoria, Arizona this 15th day of October, 2019.

Cathy Carlat, Mayor

Date Signed

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Vanessa Hickman, City Attorney

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 4C.

Date Prepared: 10/1/2019

Council Meeting Date: 10/15/2019

TO: Jeff Tyne, City Manager
THROUGH: Erik Strunk, Deputy District Manager
FROM: Cape Powers, Water Services Director
SUBJECT: Contract, J.R. Filanc Construction Company, Inc., Lift Station L103 Operational Improvements

Purpose:

Discussion and possible action to approve a contract with JR Filanc Construction Company, Inc. for a guaranteed maximum price not to exceed \$1,084,130 to construct the 101st and Northern Avenues Lift Station L103 Pretreatment System Upgrade project.

Summary:

The City's FY2020-FY2029 Capital Improvement Program includes the 101st Avenue and Northern Lift Station L103 Pretreatment System Upgrades project that provides funding for installation of an in-line channel grinder and replacing the electrical and instrumentation equipment. The L103 Lift Station has significant debris issues as well as aging electrical equipment that has been damaged by hydrogen sulfide gases. In follow-up to recent process improvements, City staff has determined that adding a channel grinder and replacing the electrical and instrumentation equipment at this location will reduce the maintenance issues created by the heavy ragging and hydrogen sulfide gases and thus reduce staff time and maintenance costs.

A summary of the proposed improvements include:

- L103 Lift Station Site Rehabilitation
- Installation of a new 24" and 18" Sewer Pipe and In-line Channel Grinder
- Electrical and SCADA Upgrades

Construction of the in-line grinder and associated equipment will be completed by June of 2020.

Previous Actions/Background:

The Water Services Department, Materials Management Division, and the Development and Engineering Department administratively approved all previous contractual items.

Options:

A: Approve the Lift Station L103 Operational System Upgrades construction contract with JR Filanc Construction Company.

B: Deny approval of the Lift Station L103 Operational System Upgrades construction contract. This will result in cancelation of the project.

Staff Recommendation:

Staff recommends approval of a contract with JR Filanc Construction Company, Inc. for a guaranteed maximum price of \$1,084,130 to construct the Lift Station L103 Operational System Upgrades project.

Fiscal Analysis:

Payments will be made from 2400-2550-524013-CIPWW-UT00398 (\$779,712), Lift Station L103 Operational System Upgrades project and 2400-2550-524013-CIPWW-UT00436 (\$304,418), Wastewater System R&M accounts.

ATTACHMENTS:

Vicinity Map

Location Map

Contact Name and Number:

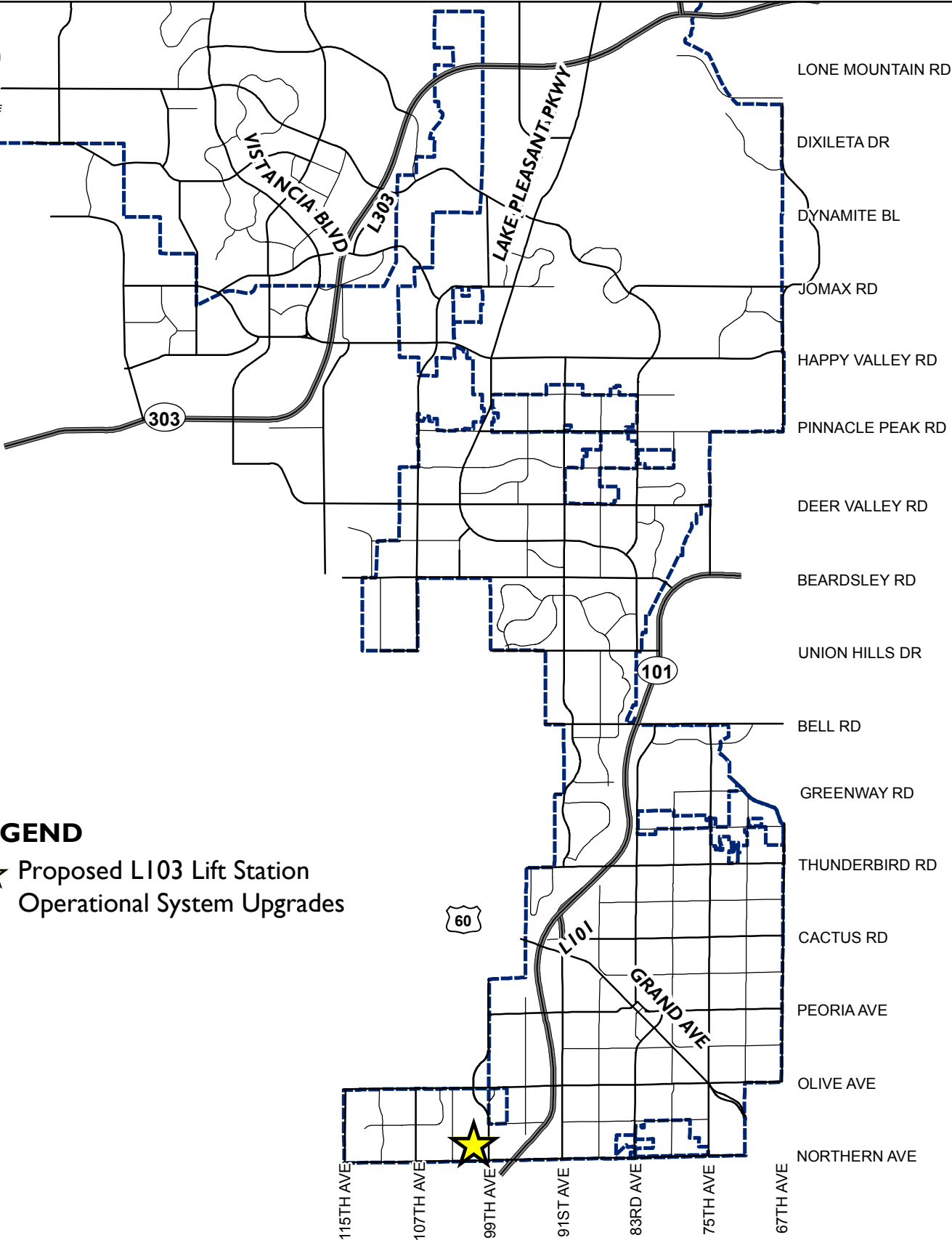
Cape Powers, (623) 773-7644



NOT TO SCALE

LEGEND

- ★ Proposed L103 Lift Station
Operational System Upgrades





City of Peoria

DEVELOPMENT & ENGINEERING

UT00398 - L103 Lift Station
101st & Northern Operational System Upgrades
Location Map



NOT TO SCALE



LEGEND



Lift Station System Upgrades



NOTE
Map based on imprecise source
information, subject to change and
FOR GENERAL REFERENCE ONLY.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 5C.

Date Prepared: 9/26/2019

Council Meeting Date: 10/15/2019

TO: Jeff Tyne, City Manager
THROUGH: Andy Granger, Deputy City Manager
FROM: Art Miller, Chief of Police
SUBJECT: Grant, Arizona Department of Homeland Security, Statewide Disaster Response Program

Purpose:

Discussion and possible action to: (a) authorize the acceptance of two grants from the Arizona State Department of Homeland Security (AZDOHS) in the amount of \$52,874; and (b) approve a budget amendment in the amount of \$52,874 from the Proposed Grants Contingency account to the AZDOHS grant account.

Summary:

The Peoria Police Department desires to accept grant funding from the Arizona Department of Homeland Security (AZDOHS) in the amount of \$52,874. These funds will assist in further integrating Peoria as part of the statewide disaster response program. This will be done by 1) strengthening chemical, biological, radiological, nuclear or explosive (CBRNE) weapon detection, response and decontamination capabilities; and 2) sustaining and enhancing the Terrorism Liaison Officer (TLO) program.

The Department has been awarded \$40,000 to enhance the functionality of the Peoria Special Weapons and Tactics (SWAT) team CBRNE response. Funds will be used to purchase communication equipment for use in tactical operations and to provide training to tactical team members. The new equipment and training will enhance the SWAT team's search and detection capabilities in the event a CBRNE response is needed.

The Department has also been awarded \$12,874 to support TLO operations. The TLO program functions as a field intelligence unit supporting police tactical, hazardous material, explosive special operations and uncommon events. Funds granted will be used to purchase equipment and training for the TLO response unit.

These grants are reimbursable with funding through September 2020.

Previous Actions/Background:

City Council has previously accepted grants from AZDOHS. This will be the thirteenth consecutive year that the City of Peoria has received grant funding from this organization.

Options:

A: Accept two grant awards in the amount of \$52,874 from the Arizona Department of Homeland Security, and approve a budget adjustment in the amount of \$52,874 from the Proposed Grants Contingency account to the Department of Homeland Security grant account, thus providing expenditure authority.

B: Choose not to accept the grants from the Arizona Department of Homeland Security.

Staff Recommendation:

Accept two grant awards in the amount of \$52,874 from the Arizona Department of Homeland Security, and approve a budget adjustment in the amount of \$52,874 from the Proposed Grants Contingency account to the Department of Homeland Security grant account, thus providing expenditure authority.

Fiscal Analysis:

Request a budget adjustment of \$52,874 from the Proposed Grants Contingency account (7990-7990-570000) to the following Homeland Security grant accounts (7545-7795-various accounts):

Account #	Description	Amount	Program
7545-7795-520505	In-House Training	\$19,000	CBRNE
7545-7795-520510	Overnight Travel/Training	\$24,050	TLO/CBRNE
7545-7795-520511	Local Training	\$ 3,175	TLO/CBRNE
7545-7795-523510	Telecommunications Services	\$ 1,449	TLO
7545-7795-530028	Electronic Supplies/Equipment	\$ 5,200	CBRNE
	TOTAL	\$52,874	

ATTACHMENTS:

Subrecipient Agreement for TLO Grant 190815-01

Subrecipient Agreement for CBRNE Grant 190815-02

Contact Name and Number:

Art Miller, Chief of Police, (623) 773-7059

SUBRECIPIENT AGREEMENT

19-AZDOHS-HSGP-190815-01

Between

The Arizona Department of Homeland Security

And

Peoria Police Department (DUNS# 809812170)

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **Peoria Police Department** (Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **October 1, 2019** and shall terminate on **September 30, 2020**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: **"FY2019 Terrorism Liaison Officer Sustainment"** and funded at **\$12,874** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2019-SS-00002-S01 and CFDA #97.067:

- a. Provide up to **\$12,874** to the Subrecipient for services provided under Paragraph III.
- b. Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the Subrecipient shall be for only the amount of dollars actually spent by the Subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. 35-214 and 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 USC 7501-7507) as amended by the Single Audit Act Amendments of 1996 (P.L. 104-156) and 2 C.F.R. 200.501, the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than \$750,000 from Federal awards in its previous fiscal year. If the Subrecipient has expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.
- b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.
- c) Subrecipients who do not expend more than \$750,000 in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

e) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.

VII. APPLICABLE STANDARDS AND REGULATIONS

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO) and Code of Federal Regulations (C.F.R.) 2 C.F.R. 200. The NOFO for this program is hereby incorporated into this Agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO and all other applicable law.

Davis Bacon Act

HSGP Program subrecipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must obtain written approval from AZDOHS prior to use of any HSGP funds for construction or renovation. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website

<https://www.dol.gov/whd/govcontracts/dbra.htm>.

Insurance Coverage

The Subrecipient affirms the organization maintain insurance coverage as described in 2 C.F.R. 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal (Subrecipient) entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

National Incident Management System (NIMS)

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. See FEMA publication FP 108-023-1, titled "Environmental Planning and Historic Preservation (EHP) Policy Guidance," available at https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final_Amendment_GPD_final_508.pdf. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the Federal Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic

Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review. In addition, the following provisions must be adhered to:

Consultants/Trainers/Training Providers

Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 C.F.R. 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. This includes internal personnel hired on backfill/overtime to deliver training. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers. See Travel Costs below.

Contractors/Subcontractors

The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 C.F.R. 200 and the applicable NOFO. The Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which may result in litigation related in any way to this Agreement.

Travel Costs

All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of the Subrecipient's policies and procedures, as well as the State of Arizona Accounting Manual (SAAM). These policies must be applied uniformly to both federally financed and other activities of the Subrecipient. AZDOHS will reimburse at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov/travel>.

Procurement

The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS via the Noncompetitive Procurement Request Form. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: <https://azdohs.gov/grant-program-forms>.

Training and Exercise

The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be included and approved in your application and/or approved through the DEMA/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. The Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.
- b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs (DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

Communications Equipment

All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:

- a) P25 (Project 25) standards;
- b) SAFECOM Guidance (see <https://www.dhs.gov/safecom>);
- c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
- d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. 41-4401—immigration laws and E-Verify requirement.

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to 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 by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, the grant application as approved by AZDOHS, and 2 C.F.R. 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 C.F.R. 200.313 - Equipment. Any loss, damage, or theft shall be investigated by Subrecipient and reported by Subrecipient to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by the Subrecipient at the Subrecipient's expense and an updated Property Control Form shall be submitted to AZDOHS by Subrecipient.
- b) Nonexpendable Property/Equipment and Capital Assets:
 - a. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 - b. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at <https://azdohs.gov/grant-program-forms>. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 - a. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported by Subrecipient to AZDOHS immediately.
 - b. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted by Subrecipient to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form to AZDOHS and receive approval prior to the disposition. The Equipment Disposition Guidance and Request Form can be found at <https://azdohs.gov/grant-program-forms>.
- f) Equipment Record Retention
Pursuant to 2 C.F.R. 200.333(c), records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

Allowable Costs

The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The Subrecipient agrees that use of grant funds for any indirect costs that may be incurred must be in accordance with 2 C.F.R. 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.
- b) The Subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The Subrecipient is to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

a) Programmatic Reports

The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) calendar days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at <https://azdohs.gov/grant-program-forms>. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire project is completed. If the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report

should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS.

- b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application as approved by AZDOHS. Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.
- c) Quarterly Programmatic Reports are due:
January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)
July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)
- d) Final Quarterly Report:
The final quarterly report is due no more than fifteen (15) calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).
- e) Property Control Form – if applicable:
The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.
 - a. In case of equipment disposition:
The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The Subrecipient's use and disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200.313.
- f) Financial Reimbursements
The Subrecipient shall provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be received by AZDOHS no more than **forty-five (45) calendar days** after the end of the period of performance. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar** days after the end of the period of performance will not be paid. The final reimbursement request as submitted shall be marked as final.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The Subrecipient may not assign any rights hereunder without the express, prior written agreement of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's compensation, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 C.F.R. 200.313.

Article B – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article C - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. 6962) and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article D - Whistleblower Protection Act

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. section 4304 and 4310.

Article E - Use of DHS Seal, Logo and Flags

Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article F - USA Patriot Act of 2001

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act, P.L. 107-56), which amends 18 U.S.C. section 175-175c.

Article G – Universal Identifier and System of Award Management (SAM)

Subrecipient hereby acknowledges and agrees that it must comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

Article H - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 C.F.R. Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article I - Rehabilitation Act of 1973

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, P. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. 794), which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article J - Trafficking Victims Protection Act of 2000

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104). The award term is located at 2 C.F.R. Part 175.15, the full text of which is incorporated here by reference.

Article K - Terrorist Financing

The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and all U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with all such laws and U.S. Executive Order 13224.

Article L - SAFECOM

The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article M - Reporting Subawards and Executive Compensation

All subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article N – Department and Suspension

The Subrecipient hereby acknowledges and agrees that it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict Federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Article O - Copyright

The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article P - Civil Rights Act of 1964 - Title VI

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)

The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII it collects. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article R - Americans with Disabilities Act of 1990

The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, P.L. No. 101-336 (1990) (codified as amended at 42 U.S.C. 12101-12213), which prohibit subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article S - Age Discrimination Act of 1975

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Activities Conducted Abroad

The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article U - Acknowledgement of Federal Funding from DHS

The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article V - DHS Specific Acknowledgements and Assurances

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS and/or AZDOHS.
2. Subrecipient hereby agrees to give DHS access and AZDOHS to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS and AZDOHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article W - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements

The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article X - Patents and Intellectual Property Rights

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, P.L. 96-517, codified in 35 U.S.C. 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. 401.14.

Article Y – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article Z – National Environmental Policy Act

All subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. Parts 1500-1508) for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article AA - Lobbying Prohibitions

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article AB - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article AC - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990 and the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225.

Article AD - Fly America Act of 1974

The Subrecipient hereby acknowledges and agrees that it must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article AE - Federal Leadership on Reducing Text Messaging while Driving

All subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in U.S. Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article AF - Federal Debt Status

The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article AG - False Claims Act and Program Fraud Civil Remedies

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 31 U.S.C. 3801-3812 which details the administrative remedies for false claims and statements made.

Article AH - Energy Policy and Conservation Act

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. 6201 et. seq.) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AI - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AJ - Duplication of Benefits

Any cost allocable to a particular Federal award, provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article AK - Drug-Free Workplace Regulations

The Subrecipient hereby acknowledges and agrees that it must comply with the drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 3001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8106).

Article AL - Civil Rights Act of 1968

The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. 100.201).

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period, which may not be changed except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent and ability to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The Subrecipient hereby 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 Subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association

("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of the AZDOHS.

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The Subrecipient acknowledges that the DHS and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

XXX. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXI. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. A party invoking the right to terminate shall provide written thirty (30) day advance notice of the termination and the reasons for it to the other party.
- b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met, then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXIII. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXIV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the Subrecipient.

XXXVI. SPECIAL CONDITIONS

- a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
- b) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).
- c) The Subrecipient agrees to comply with the U.S. Department of Homeland Security regulation 6 C.F.R Part 19, which prohibits discrimination based on religion in social service programs

XXXVII. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Chief Art Miller

Enter Title, First & Last Name Above
Peoria Police Department

Enter Agency Name Above
8351 W. Cinnabar Avenue

Enter Street Address Above
Peoria, AZ 85345

Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Peoria Police Department

Enter Agency Name Above

Authorized Signature Above

Art Miller, Chief of Police

Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia

Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

SUBRECIPIENT AGREEMENT

19-AZDOHS-HSGP-190815-02

Between

The Arizona Department of Homeland Security

And

Peoria Police Department (DUNS# 809812170)

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **Peoria Police Department** (Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **October 1, 2019** and shall terminate on **September 30, 2020**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: **"FY2019 Phoenix Urban Area CBRNE Response for Law Enforcement"** and funded at **\$40,000** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2019-SS-00002-S01 and CFDA #97.067:

- a. Provide up to **\$40,000** to the Subrecipient for services provided under Paragraph III.
- b. Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the Subrecipient shall be for only the amount of dollars actually spent by the Subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. 35-214 and 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 USC 7501-7507) as amended by the Single Audit Act Amendments of 1996 (P.L. 104-156) and 2 C.F.R. 200.501, the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than \$750,000 from Federal awards in its previous fiscal year. If the Subrecipient has expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.
- b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.
- c) Subrecipients who do not expend more than \$750,000 in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

e) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.

VII. APPLICABLE STANDARDS AND REGULATIONS

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO) and Code of Federal Regulations (C.F.R.) 2 C.F.R. 200. The NOFO for this program is hereby incorporated into this Agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO and all other applicable law.

Davis Bacon Act

HSGP Program subrecipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must obtain written approval from AZDOHS prior to use of any HSGP funds for construction or renovation. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website <https://www.dol.gov/whd/govcontracts/dbra.htm>.

Insurance Coverage

The Subrecipient affirms the organization maintain insurance coverage as described in 2 C.F.R. 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal (Subrecipient) entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

National Incident Management System (NIMS)

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. See FEMA publication FP 108-023-1, titled "Environmental Planning and Historic Preservation (EHP) Policy Guidance," available at https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final_Amendment_GPD_final_508.pdf. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the Federal Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic

Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review. In addition, the following provisions must be adhered to:

Consultants/Trainers/Training Providers

Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 C.F.R. 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. This includes internal personnel hired on backfill/overtime to deliver training. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers. See Travel Costs below.

Contractors/Subcontractors

The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 C.F.R. 200 and the applicable NOFO. The Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which may result in litigation related in any way to this Agreement.

Travel Costs

All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of the Subrecipient's policies and procedures, as well as the State of Arizona Accounting Manual (SAAM). These policies must be applied uniformly to both federally financed and other activities of the Subrecipient. AZDOHS will reimburse at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov/travel>.

Procurement

The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS via the Noncompetitive Procurement Request Form. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: <https://azdohs.gov/grant-program-forms>.

Training and Exercise

The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be included and approved in your application and/or approved through the DEMA/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. The Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.
- b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs (DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

Communications Equipment

All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:

- a) P25 (Project 25) standards;
- b) SAFECOM Guidance (see <https://www.dhs.gov/safecom>);
- c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
- d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. 41-4401—immigration laws and E-Verify requirement.

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to 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 by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, the grant application as approved by AZDOHS, and 2 C.F.R. 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 C.F.R. 200.313 - Equipment. Any loss, damage, or theft shall be investigated by Subrecipient and reported by Subrecipient to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by the Subrecipient at the Subrecipient's expense and an updated Property Control Form shall be submitted to AZDOHS by Subrecipient.
- b) Nonexpendable Property/Equipment and Capital Assets:
 - a. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 - b. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at <https://azdohs.gov/grant-program-forms>. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 - a. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported by Subrecipient to AZDOHS immediately.
 - b. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted by Subrecipient to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form to AZDOHS and receive approval prior to the disposition. The Equipment Disposition Guidance and Request Form can be found at <https://azdohs.gov/grant-program-forms>.
- f) Equipment Record Retention
Pursuant to 2 C.F.R. 200.333(c), records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

Allowable Costs

The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The Subrecipient agrees that use of grant funds for any indirect costs that may be incurred must be in accordance with 2 C.F.R. 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.
- b) The Subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The Subrecipient is to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

a) Programmatic Reports

The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) calendar days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at <https://azdohs.gov/grant-program-forms>. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire project is completed. If the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report

should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS.

- b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application as approved by AZDOHS. Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.
- c) Quarterly Programmatic Reports are due:
January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)
July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)
- d) Final Quarterly Report:
The final quarterly report is due no more than fifteen (15) calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).
- e) Property Control Form – if applicable:
The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.
 - a. In case of equipment disposition:
The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The Subrecipient's use and disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200.313.
- f) Financial Reimbursements
The Subrecipient shall provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be received by AZDOHS no more than **forty-five (45) calendar days** after the end of the period of performance. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar** days after the end of the period of performance will not be paid. The final reimbursement request as submitted shall be marked as final.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The Subrecipient may not assign any rights hereunder without the express, prior written agreement of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's compensation, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 C.F.R. 200.313.

Article B – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article C - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. 6962) and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article D - Whistleblower Protection Act

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. section 4304 and 4310.

Article E - Use of DHS Seal, Logo and Flags

Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article F - USA Patriot Act of 2001

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act, P.L. 107-56), which amends 18 U.S.C. section 175–175c.

Article G – Universal Identifier and System of Award Management (SAM)

Subrecipient hereby acknowledges and agrees that it must comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

Article H - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 C.F.R. Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article I - Rehabilitation Act of 1973

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, P. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. 794), which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article J - Trafficking Victims Protection Act of 2000

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104). The award term is located at 2 C.F.R. Part 175.15, the full text of which is incorporated here by reference.

Article K - Terrorist Financing

The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and all U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with all such laws and U.S. Executive Order 13224.

Article L - SAFECOM

The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article M - Reporting Subawards and Executive Compensation

All subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article N – Department and Suspension

The Subrecipient hereby acknowledges and agrees that it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict Federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Article O - Copyright

The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article P - Civil Rights Act of 1964 - Title VI

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)

The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII it collects. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article R - Americans with Disabilities Act of 1990

The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, P.L. No. 101-336 (1990) (codified as amended at 42 U.S.C. 12101-12213), which prohibit subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article S - Age Discrimination Act of 1975

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Activities Conducted Abroad

The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article U - Acknowledgement of Federal Funding from DHS

The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article V - DHS Specific Acknowledgements and Assurances

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS and/or AZDOHS.
2. Subrecipient hereby agrees to give DHS access and AZDOHS to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS and AZDOHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article W - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements

The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article X - Patents and Intellectual Property Rights

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, P.L. 96-517, codified in 35 U.S.C. 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. 401.14.

Article Y – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article Z – National Environmental Policy Act

All subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. Parts 1500-1508) for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article AA - Lobbying Prohibitions

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article AB - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article AC - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990 and the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225.

Article AD - Fly America Act of 1974

The Subrecipient hereby acknowledges and agrees that it must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article AE - Federal Leadership on Reducing Text Messaging while Driving

All subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in U.S. Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article AF - Federal Debt Status

The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article AG - False Claims Act and Program Fraud Civil Remedies

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 31 U.S.C. 3801-3812 which details the administrative remedies for false claims and statements made.

Article AH - Energy Policy and Conservation Act

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. 6201 et. seq.) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AI - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AJ - Duplication of Benefits

Any cost allocable to a particular Federal award, provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article AK - Drug-Free Workplace Regulations

The Subrecipient hereby acknowledges and agrees that it must comply with the drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 3001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8106).

Article AL - Civil Rights Act of 1968

The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. 100.201).

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period, which may not be changed except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent and ability to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The Subrecipient hereby 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 Subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association

("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of the AZDOHS.

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The Subrecipient acknowledges that the DHS and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

XXX. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXI. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. A party invoking the right to terminate shall provide written thirty (30) day advance notice of the termination and the reasons for it to the other party.
- b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met, then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXIII. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXIV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the Subrecipient.

XXXVI. SPECIAL CONDITIONS

- a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
- b) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).
- c) The Subrecipient agrees to comply with the U.S. Department of Homeland Security regulation 6 C.F.R Part 19, which prohibits discrimination based on religion in social service programs

XXXVII. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Chief Art Miller

Enter Title, First & Last Name Above
Peoria Police Department

Enter Agency Name Above
8351 W. Cinnabar Avenue

Enter Street Address Above
Peoria, AZ 85345

Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Peoria Police Department

Enter Agency Name Above

Authorized Signature Above
Art Miller, Chief of Police

Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 6C.

Date Prepared: 10/1/2019

Council Meeting Date: 10/15/2019

TO: Jeff Tyne, City Manager

THROUGH: Katie Gregory, Deputy City Manager

FROM: Adina Lund, P.E., Development and Engineering Director

SUBJECT: Intergovernmental Agreement, Arizona Department of Transportation, Loop 303 Traffic Interchange at Jomax Road

Purpose:

Discussion and possible action to adopt **RES. 2019-124** approving an Intergovernmental Agreement with the State of Arizona Department of Transportation (ADOT) for the design and construction of the Loop 303 Traffic Interchange at Jomax Road.

Summary:

The City's FY2020-FY2029 Capital Improvement Program includes the Jomax Road; Loop 303 to Vistancia Boulevard project.

Currently, Loop 303 consists of two general purpose lanes at the Jomax Road alignment. Because a bridge over Jomax Road does not exist, traffic on Loop 303 departs from the main line alignment and travels along the future on and off ramps. ADOT is in the process of adding a third general purpose lane to Loop 303 between Happy Valley Road and Lake Pleasant Parkway. Included in ADOT's project is the design of a traffic interchange (TI) at Loop 303 and Jomax Road.

The new TI will include bridges for the main lines and a concrete paved surface under the bridges for the new interchange. At the request of the City, several items have been added to ADOT's project scope for the benefit of the City. These include a 2-inch PVC electrical conduit in a joint utility trench to accommodate new lighting and the new signal at Vistancia Boulevard and Jomax Road, and a 36-inch diameter steel casing under the TI, to accommodate a future water main running east to west across the TI. The City will be solely responsible for all costs associated with these additional items.

The terms of the IGA are as follows:

The State will:

- Prepare all design plans, specifications and other documents for bidding, accept and incorporate City comments.

- Secure all necessary permits for the work within their right of way.
- Upon approval by the FHWA, proceed to advertise, receive and open bids, enter into contract with low bidder, administer the contract, and make all payments.

The City will:

- Act with ADOT to prepare and provide the design or materials purchase documents, incorporating comments as appropriate, for the execution of the funds.
- Remit payment to the State for construction estimated at \$515,102.00.
- Be responsible for all costs in excess of the maximum amount of federal funds and for any costs ineligible for federal funds.
- Allow ADOT access to the City's right-of-way without cost for the construction of this project. Maintain and follow a valid annual blanket encroachment permit for the operations and maintenance of the TI.
- Assume responsibility for maintenance of the new facilities after construction.
- Acquire and maintain 360 feet of full access control on the west side of the City's new right-of-way for Jomax Road adjacent to the new TI.
- Accept maintenance responsibility of the 2-inch PVC electrical conduit in the joint trench, 36-inch steel casing, T.I signal, underdeck lighting, signage and striping of the TI, striping and maintenance of future bike lanes, and electrical power costs associated with the TI signal and the underdeck lighting.

Construction is expected to begin in spring 2020 and be completed by winter 2021.

Previous Actions/Background:

The City hired a design consultant to develop a Design Concept Report (DCR) for Jomax Road from El Mirage Road on the west, across Loop 303 to Tierra Del Rio Boulevard. The consultant is currently preparing final construction documents for the design of the roadway connection from the Loop 303 and Jomax Road TI to Vistancia Boulevard and the traffic signal at Vistancia Boulevard and Jomax Road.

Options:

A: Adopt the resolution to approve the IGA with ADOT for the design and construction of the Loop 303 Traffic Interchange at Jomax Road.

B: Deny the adoption of the resolution to approve the IGA with ADOT for the design and construction of the Loop 303 Traffic Interchange at Jomax Road. This will result in the elimination of the water main, and the City's standards in both the design and construction of the project. This will also eliminate the City's future efforts to complete the bike lane through the TI.

Staff Recommendation:

Staff recommends adoption of the resolution to approve the IGA with the State of Arizona Department of Transportation (ADOT) for the design and construction of the Loop 303 Traffic Interchange at Jomax Road.

Fiscal Analysis:

The City's portion of this agreement is estimated at \$515,102.00. The City is responsible for any costs that exceed this estimate. Funding is available in the FY2020 budget for the Jomax Road; Loop 303 to Vistancia Boulevard project. Payments for the work associated with the 36" diameter steel casing in the amount of \$473,139.54, will be made from the Water Fund Account 2050-2140-543001-CIPST-EN00585. Payments for the remaining improvements in the amount of \$41,962.46, will be made from the Street Fund Account 7010-7075-543001-CIPST-EN00585.

ATTACHMENTS:

Vicinity Map
Location Map
Resolution
IGA

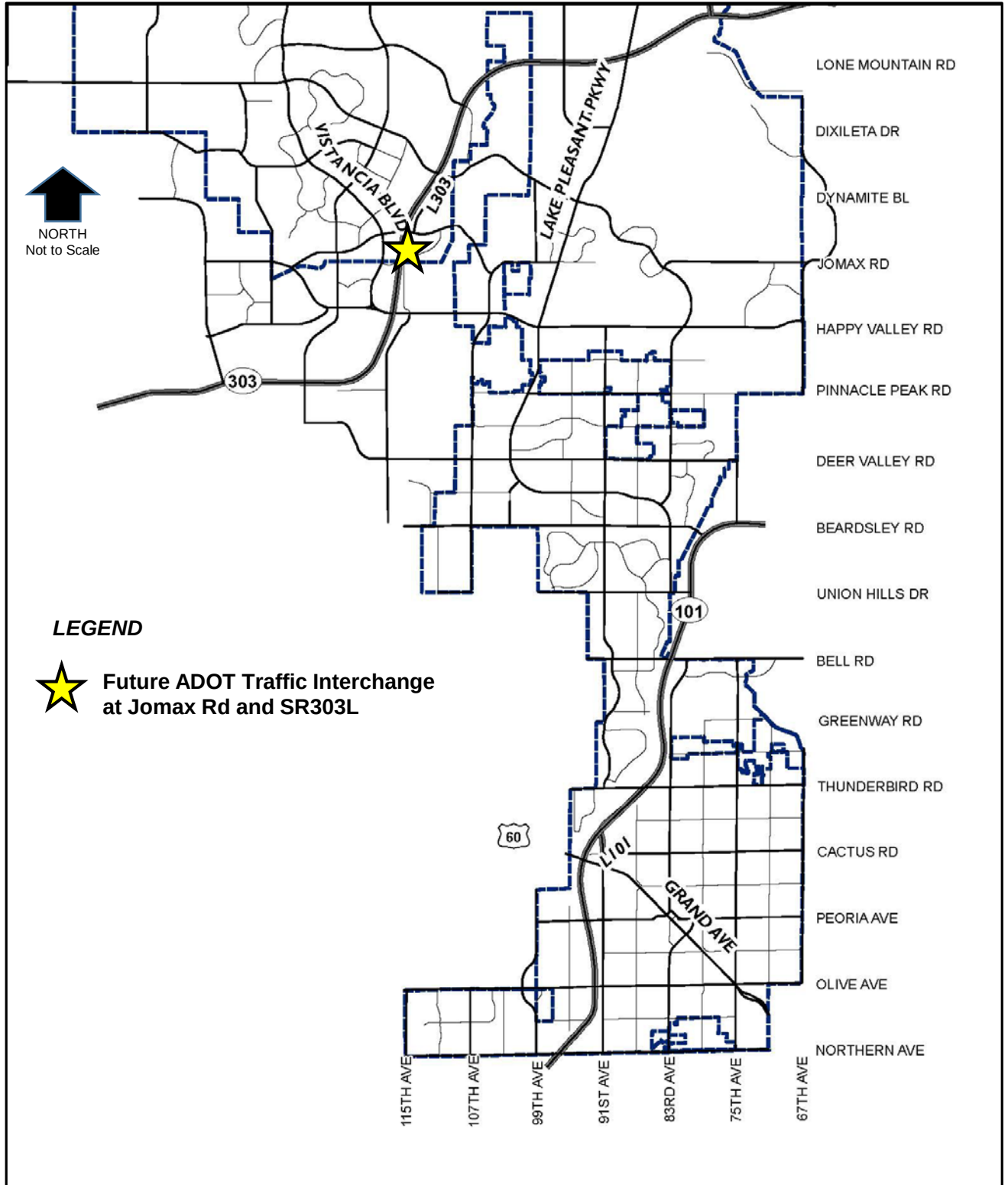
Contact Name and Number:

Adina Lund, P.E., (623) 773-7249



City of Peoria
Development & Engineering

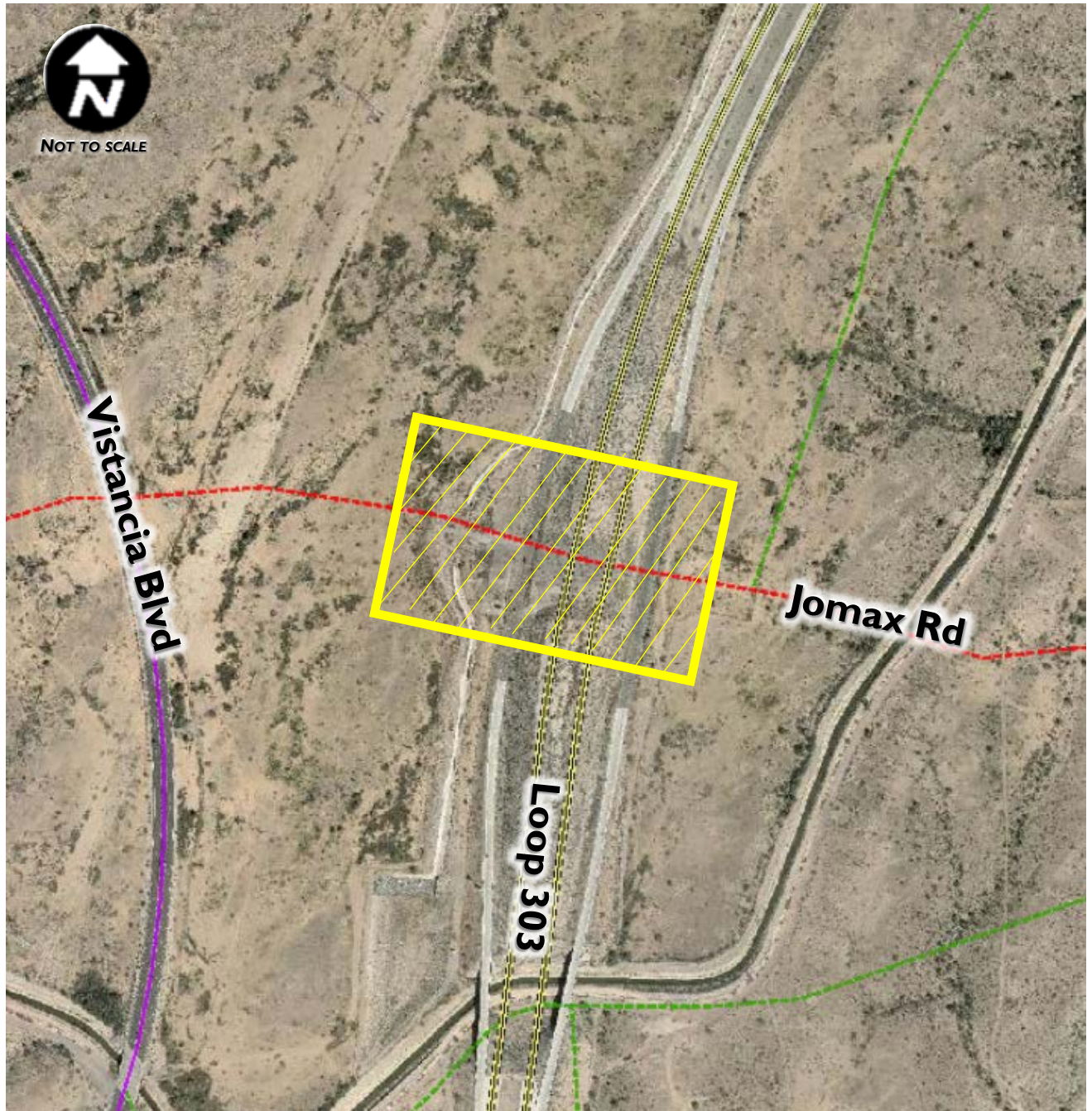
Intergovernmental Agreement
with ADOT for Future Traffic Interchange
at Jomax Rd and SR303L
Vicinity Map



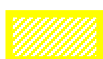


City of Peoria
Development & Engineering

Intergovernmental Agreement
with ADOT for Future Traffic Interchange
at Jomax Rd and SR303L
Location Map



LEGEND



Future ADOT Traffic Interchange
at Jomax Rd and SR303L



NOTE:
Map based on imprecise source
information, subject to change and
FOR GENERAL REFERENCE ONLY.

RESOLUTION NO. 2019-124

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ADOPTING A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF PEORIA FOR THE DESIGN AND CONSTRUCTION OF SR303L TRAFFIC INTERCHANGE AT JOMAX ROAD.

WHEREAS, the City of Peoria Mayor and City Council are authorized by Title 9, Chapter 2, Article 4, Section 9-276 (1) to lay out and establish or otherwise improve streets, alleys, avenues, sidewalks, etc. and by Title 11, Chapter 7, Section 11-951 *et seq.* to enter into intergovernmental agreements with other governing bodies for services or joint exercise of powers; and

WHEREAS, the City desires to enter into an Intergovernmental Agreement with the State of Arizona Department of Transportation (ADOT) for the design and construction of SR303L traffic interchange at Jomax Road;

WHEREAS, by the City entering into the Intergovernmental Agreement with ADOT the public interest will best be served.

THEREFORE, it is resolved by the Mayor and Council of the City of Peoria, Maricopa County, Arizona approves and adopts this Resolution to enter into an intergovernmental Agreement with ADOT for the design and construction of SR303L traffic interchange at Jomax Road.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Maricopa County, Arizona, this 15th day of October 2019.

Cathy Carlat, Mayor

Date Signed

Resolution No. 2019-124
State of Arizona Department of Transportation
SR303L Traffic Interchange at Jomax Road (EN00585)
October 15, 2019
Page 2 of 2

ATTEST:

Rhonda Germinsky, City Clerk

APPROVED AS TO FORM:

Vanessa P. Hickman, City Attorney

ADOT CAR No.: IGA 18-0007031-I
AG Contract No.: P001 2018 003549
Project Location/Name: SR303L – Happy
Valley Pkwy to Lake Pleasant Pkwy
Type of Work: Jomax Rd TI-Aesthetics,
Bike Lanes, and Utilities
Federal-aid No.: 303-A(227)T
ADOT Project No.: F011601D
TIP/STIP No.: NA
**CFDA No.: 20.205 - Highway Planning
and Construction**
Budget Source Item No.: 9140

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF PEORIA

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

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. The State will design, advertise, award and administer construction of a general purpose lane on State Route 303 Loop (SR303L) from Happy Valley Parkway to Lake Pleasant Parkway to include the design and construction of the Jomax Road Traffic Interchange (TI) at the SR303L (the “State’s Project”). In conjunction with the State’s Project, at the request of the City, the State will, include, a 2” PVC electrical conduit in a joint utility trench to accommodate new lighting and signal for the City’s Jomax Parkway Project (EN00585), and a 36” diameter steel casing under the TI, to accommodate a future water main running east to west across the TI, (the “Project”). The State will include City standard equipment for the signal and lighting at the Jomax Road TI. The City will be solely responsible for all costs associated with the Project, estimated at \$515,102.00, as shown on Exhibit A, attached hereto and made a part hereof.

THEREFORE, in consideration of the mutual terms expressed in this Agreement, it is agreed as follows:

II. SCOPE OF WORK

1. The Parties agree:
 - a. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the approved Project plans and specifications.
2. The State will:
 - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the City's designated agent for the Project.
 - b. After this Agreement is executed, and prior to performing or authorizing any work, invoice the City for the Project costs, estimated at \$515,102.00 as shown on Exhibit A. If costs exceed the estimate during the development of design, notify the City, and obtain concurrence prior to continuing with the development of design. In no event will ADOT be responsible for actual costs exceeding the estimate. After the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs of the Project. Receive all Project costs prior to requesting FHWA construction authorization. Project costs will include fixed percentages, as shown in Exhibit A.
 - c. Prepare and provide the design plans, specifications and other such documents and services required for the construction bidding and construction of the Project and incorporate comments from the City as appropriate.
 - d. With FHWA authorization, proceed to administer construction: advertise, receive and open bids, award, and enter into a contract with the firm for the construction of the Project. Administer contract(s) for the Project and make all payments to the contractor(s).
 - e. Confirm per established procedures of the State's Central District Permit Office, that the City has a valid annual blanket encroachment permit on file for only routine/minor maintenance and emergency maintenance work provided by the City within the State's rights-of-way. Agree that any new construction or installation shall require a separate permit through the State's Central District Permits Office. Review insurance coverage documentation after receipt from the City and shall issue those encroachment permits in accordance with established regulations and procedures based on scope of work.
 - f. Notify the City of final inspection and acceptance of all the Project improvements.

- g. Allow the City to inspect the installation of the traffic signal equipment, lighting facilities the 2" electrical conduit and the 36" steel casing.

3. The City will:

- a. Designate the State as the City's authorized agent for the Project.
- b. Within 30 days of receipt of an invoice from the State, pay to the State \$515,102.00 for the costs associated with the Project. Be responsible and pay for the difference between the estimated and actual design costs of the Project within 30 days of receipt of an invoice. After the Project has been completed, the State will either invoice or reimburse the City for the difference between estimated and actual costs of this portion of the Project.
- c. Review the design documents required for construction of the Project and provide comments to the State as appropriate.
- d. Acquire and maintain 360 feet of full access control on both north and south side of Jomax Road west of the TI adjacent to ADOT's existing right-of-way as shown on page two of Exhibit A, attached hereto and made a part hereof.
- e. Not permit or allow any encroachments upon or private use of the City & ADOT's right-of-way except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.
- f. Maintain, and follow a valid annual blanket encroachment permit for the routine/minor maintenance and emergency maintenance work provided by the City within the State's rights-of-way. Any new construction or installation shall require a separate permit as per the State's established procedures, which may be obtained through the State's Central District Permit Office. Notify the State's Central District Permit Office of any emergency maintenance work affecting the State right-of-way.
- g. After final inspection and acceptance of the Project is complete, assume maintenance responsibility of the Project at its sole expense. Maintenance responsibilities include, but are not limited to maintaining the 2" PVC electrical conduit in joint utility trench, 36" diameter steel casing, TI signal, underdeck lighting, and electrical power costs.
- h. Be responsible for the signing and striping of the traffic interchange, adjustment of the traffic signals (including additional signal heads) in its final configuration, and striping & maintenance of future bike lanes.
- i. Be responsible for the operation, maintenance, and electrical power of the traffic signal and underdeck lighting at the Jomax Road TI at the City's sole expense.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.
2. Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any provisions for maintenance shall be perpetual, unless assumed by another competent entity.
4. This Agreement may be cancelled at any time prior to the award of the Project contract and after 30 days written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the City shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
5. The City shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), 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, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the City, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The City's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the City which may be legally imputed to the State by virtue of the State's ownership or possession of land. The City's obligations under this paragraph shall survive the termination of this Agreement.
6. The State shall include Section 107.13 of the 2008 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the City shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the City.
7. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
8. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.

9. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
10. The City acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
11. The City acknowledges compliance with federal laws and regulations and may be subject to the CODE OF FEDERAL REGULATIONS, TITLE 2, PART 200 (also known as The Uniform Grant Guidance). Entities that expend \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit in accordance with §200.331 Subpart F. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine months of the sub recipient fiscal year end.

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

12. This Agreement shall be governed by and construed in accordance with Arizona laws.
13. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
14. To the extent applicable under law, the provisions set forth in A.R.S. §§ 35-214 and 35-215 shall apply to this Agreement.
15. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination".
16. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
17. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.

18. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
19. The Parties shall ensure that all contractors comply with the applicable requirements of A.R.S. §35-393.01.¹
20. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
21. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Section
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of Peoria
Attn: Charles Andrews
8401 W. Monroe Street
Peoria, AZ 85345
(623) 773-7000
(623) 773-7304 Fax

For Project Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
602.712.7545

City of Peoria
Attn: Charles Andrews
8401 W. Monroe Street
Peoria, AZ 85345
(623) 773-7000
(623) 773-7304 Fax

For Financial Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
602.712.7545

City of Peoria
Attn: Charles Andrews
8401 W. Monroe Street
Peoria, AZ 85345
(623) 773-7000
(623) 773-7304 Fax

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

¹ In *Jordahl v. Brnovich et al.*, Case No. 3:17-cv-08263 (D. Ariz.), the U.S. District Court entered a preliminary injunction that enjoins the State from enforcing A.R.S. § 35-393.01(A) (the "Anti-Israel Boycott Provision"). That statute states that: "[a] public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel." Unless and until the District Court's injunction in *Jordahl* is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. § 35-393.01(A)) is unenforceable and the State will take no action to enforce it.

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

CITY OF PEORIA

STATE OF ARIZONA

Department of Transportation

By _____
CATHY CARLAT
Mayor

By _____
STEVE BOSCHEN, PE
Division Director
Infrastructure Delivery and Operations

ATTEST:

By _____
RHONDA GERIMINSKY
City Clerk

By _____
BRENT CAIN, PE
Division Director
Transportation Systems Management and
Operations

ATTORNEY APPROVAL FORM FOR THE CITY OF PEORIA

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

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

City Attorney

Date

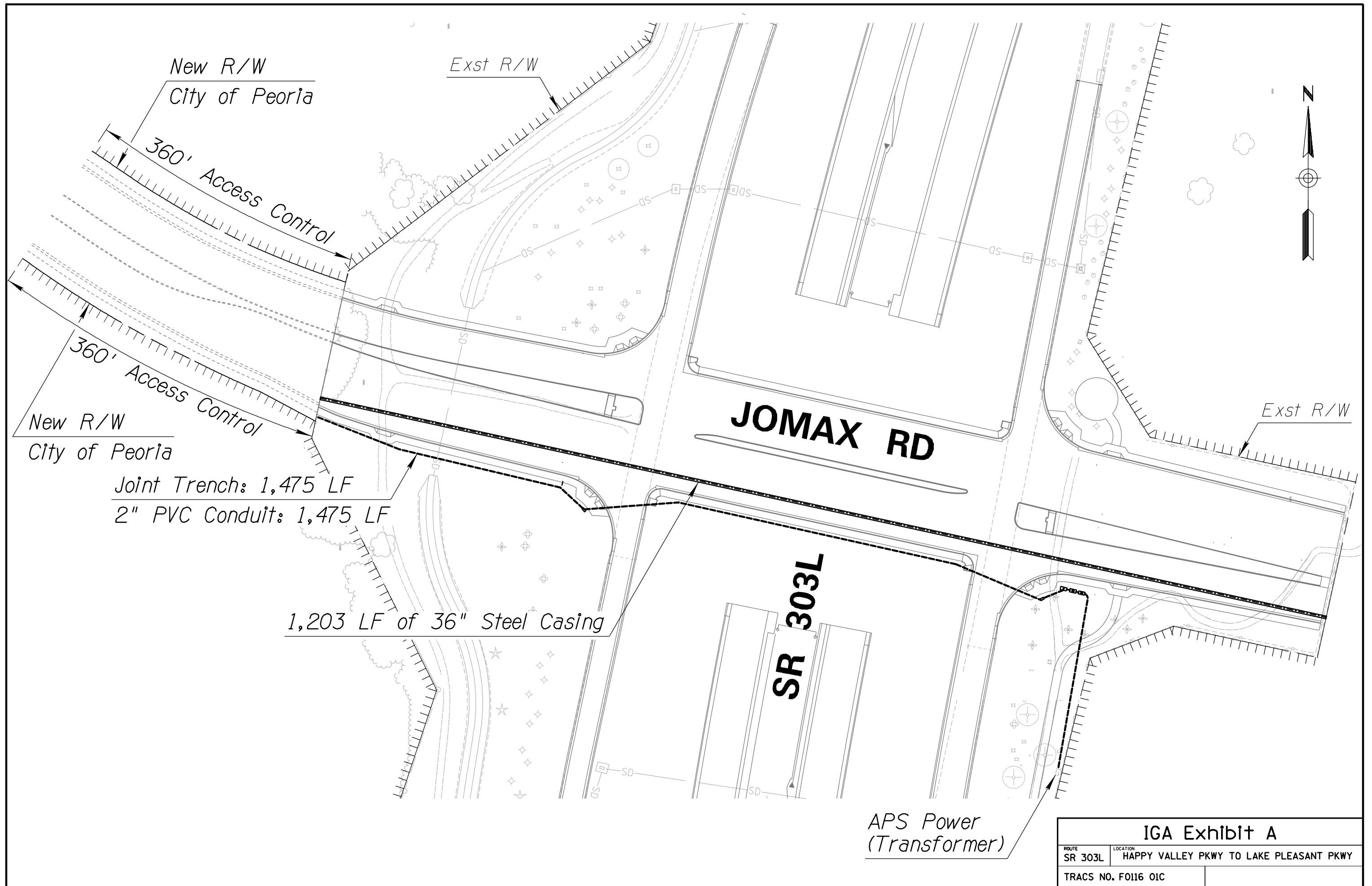
IGA 18-0007031-I

EXHIBIT A
PROJECT NO. 303 MA 125 F0116 01D

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
7320296	Electrical Conduit (2") (COP)	L.FT.	1,475	\$5.00	\$7,375
9240144	Miscellaneous Work (Joint Utility Trench) (Peoria responsible for 2/3 of trench cost)	L.FT.	1,475	\$16.70	\$24,633
8080551	36" Diameter Steel Casing	L.FT.	1,203	\$300.00	\$360,900
	SUBTOTAL ITEM 1(A)				\$392,908
	GENERAL CONSTRUCTION ITEMS				
	MAINTENANCE OF TRAFFIC SHARE ¹	L.SUM	1	\$0	-
	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²	L.SUM	1	3% of (A)	\$11,787
	CONTRACTOR QUALITY CONTROL SHARE ³	L.SUM	1	2% of (A)	\$7,858
	MOBILIZATION SHARE ⁴	L.SUM	1	10% of (A)	\$39,291
	GENERAL CONSTRUCTION SUBTOTAL				\$58,936
	SUBTOTAL CONSTRUCTION COST ITEM 1(B)				\$451,844
	CONSTRUCTION ENGINEERING AND ADMINISTRATION (9%) ⁵			9% of (B)	\$40,666
	CONSTRUCTION CONTINGENCIES (5%) ⁶			5% of (B)	\$22,592
	TOTAL				\$515,102

NOTES:

- Maintenance of Traffic does not apply to this item of work.
- Construction Surveying and Layout was calculated on a percentage basis (3% fixed rate) of the City's items (Item A).
- Contractor Quality Control was calculated on a percentage basis (2% fixed rate) of the City's items (Item A).
- Mobilization was calculated on a percentage basis (10% fixed rate) of the City's items (Item A).
- Construction Engineering and Administration is calculated on a percentage basis (9% fixed rate) of the City's Construction Cost (Item B).
- Construction Contingencies is calculated on a percentage basis (5% fixed rate) of the City's Construction Cost (Item B).
- Item 9240144 Misc Work (Joint Utility Trench) - Excavation and backfill of joint utility trench. Cost shared by City of Peoria (2/3) and Century Link (1/3)



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 7C.

Date Prepared: 10/2/2019

Council Meeting Date: 10/15/2019

TO: Jeff Tyne, City Manager
THROUGH: Erik Strunk, Deputy City Manager
FROM: Kevin Burke, Public Works Director
SUBJECT: Intergovernmental Agreement Amendment, Regional Public Transportation Authority, Grant for Bus Stop Improvements

Purpose:

Discussion and possible action to (a) authorize the City Manager to execute an Intergovernmental Agreement Amendment with the Regional Public Transportation Authority (RPTA) for funding bus stop accessibility improvements; and (b) approve a budget amendment in the amount of \$260,000 to establish the budget authority to expend the grant dollars.

Summary:

As one of the City's efforts to provide accessible and aesthetically pleasing bus stops for Peoria residents, the City of Peoria Transit Division has been working to program and plan for construction funds for bus stop improvements along 67th Avenue.

To help achieve this goal, the City of Peoria Transit Division applied for and received grant funding from the Achieving Transportation Accessibility Now (ATAN) program. The ATAN program provides funds to improve accessibility at transit stops and is disbursed through an agreement with the RPTA. This amendment provides up to \$260,000 in reimbursement funds for design and construction of improvements at nine existing bus stops on 67th Avenue to improve accessibility and encourage transit ridership.

The ATAN grant requires a minimum of \$65,000 in local match funds to be applied towards the project cost. The project is currently programmed in the FY20 approved Capital Improvement Program. This is the second ATAN grant received by the city. The first ATAN funds awarded were used to improve bus stops along Peoria Avenue.

Previous Actions/Background:

The last agreement between RPTA and the City of Peoria was approved by City Council on June 19, 2018 for Transit Services. Council previously approved an agreement with RPTA to accept ATAN funds on August 14, 2018.

Options:

A: The Mayor and Council could approve an IGA Amendment for bus stop improvement funds between the City of Peoria and the RPTA.

B: The Mayor and Council could decline to approve the IGA Contract Amendment for bus stop improvement funds.

Staff Recommendation:

Staff recommends acceptance of the IGA Amendment Regional Public Transportation Authority (RPTA) for the bus stop improvement funds in the amount of \$260,000 and the approval of the budget amendment in the amount of \$260,000

Fiscal Analysis:

Funding for bus stop improvements is provided for in the FY20 approved Capital Improvement Program. This budget amendment will establish the budget authority to expend the grant dollars. If approved, staff will transfer \$260,000 from the Proposed Grants contingency account (7990-7990-570000) to the Bus Stop Improvement Program account (4810-4810-543001-CIPST-EN00673CO).

ATTACHMENTS:

IGA 2019 ATAN Grant

Contact Name and Number:

Kevin Burke, Public Works Director, (623) 773-7502

TRANSIT SERVICES AMENDMENT
BETWEEN
THE CITY OF PEORIA
AND
THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY
CONTRACT # 151-75-2020-01

THIS AMENDMENT dated this 3rd day of September, 2019, amends the following items of the Transit Service Agreement Contract # 151-75-2020 entered into between the City of Peoria and the Regional Public Transportation Authority, dated the 1st day of July 2013 as amended July 1, 2014, July 1, 2015, July 1, 2016, July 1, 2017, July 20, 2017, July 1, 2018, July 11, 2018, August 28, 2018, April 16, 2019 and July 1, 2019.

The following Sections of the Agreement dated July 11, 2018 are hereby amended to include:

SECTION 2. SCOPE OF AGREEMENT

During the term of this agreement RPTA shall provide the following services:

ATAN Bus Stop Improvements (Schedule I) (Round 5) -The Achieving Transportation Accessibility Now (ATAN) program is administered by Maricopa Association of Governments (MAG) and is for the design and construction of nine (9) bus stop improvements between May 22, 2019 and August 28, 2020 in the City of Peoria to further comply with the American with Disabilities Act (ADA) design standards. Financial management of the ATAN is coordinated between MAG and RPTA. The RPTA shall reimburse the City for partial and final reimbursement requests upon authorization for payment received by RPTA from MAG.

SECTION 3. RPTA'S OBLIGATIONS:

- 3.1 With respect to the services provided hereunder for ATAN Round 5, RPTA, shall:
- p. reimburse the City up to \$260,000 in regional funds for eligible project expenses for bus stop improvements in Round 5.

The following Schedule amends that Schedule of the agreement entered into July 11, 2018.

The attached Schedule I replaces and supersedes Schedule I entered into July 11, 2018

All other terms of the Parties Transit Services Agreement dated July 1, 2013 remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have each executed this Agreement as of the date first set forth above.

REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)

By: _____
Scott W. Smith, Chief Executive Officer

APPROVED AS TO FORM:

By: _____
Michael J. Minnaugh, General Counsel

City of Peoria

By: _____
Jeff Tyne, City Manager

By: _____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

By: _____
Vanessa Hickman, Member Attorney

SCHEDULE “I”

ACHIEVING TRANSPORTATION ACCESSIBILITY NOW (ATAN) BUS STOP IMPROVEMENT PROJECT

1. The ATAN program is administered by MAG. Applications, project awards, and project oversight are the responsibility of MAG. To facilitate financial management of the program MAG and RPTA have developed a process to pay for ATAN improvements with public transportation fund (PTF) revenues.
2. RPTA shall reimburse the City up to \$260,000 in regional funds for eligible ATAN Round 5 project expenses. Reimbursements will be made to the City upon MAG’s review and approval of project development and expenditures.
3. At each bus stop location where improvements are being constructed, Peoria will identify temporary bus stop locations acceptable to RPTA operations and provide acceptable convenience and safety for the rider.
4. Temporary bus stop signs will be provided by Peoria or the contractor.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 8C.

Date Prepared: 10/3/2019

Council Meeting Date: 10/15/2019

TO: Jeff Tyne, City Manager
THROUGH: Katie Gregory, Deputy City Manager
FROM: Adina Lund, P.E., Development and Engineering Director
SUBJECT: Deeds and Easements, Various Locations

Purpose:

Discussion and possible action to adopt **RES. 2019-125** accepting Deeds and Easements for various Real Property interests acquired by the City.

Summary:

The City of Peoria periodically acquires a number of property interests including deeds, roadway dedications and various types of easements. All documents are reviewed for accuracy and recorded. A Resolution to accept these documents has been prepared, which lists each document by recording number and provides information related to each so the property interest to be accepted can be identified.

Previous Actions/Background:

This is an ongoing process which occurs when we have acquired a number of real property interests.

Options:

A: Approve the adoption of the Resolution accepting Deeds and Easements into our system.

B: Deny adoption of the Resolution that formally accepts the Deeds and Easements into our system, resulting in the City not having an official record of what has been transferred to the City through recordation in the Maricopa County Recorder's office.

Staff Recommendation:

Staff recommends the adoption of a Resolution accepting Deeds and Easements for various Real Property interests acquired by the City and previously recorded by the Maricopa County Recorder's Office to ensure completeness of the process.

Fiscal Analysis:

No fiscal impact.

ATTACHMENTS:

Exhibit 1: Resolution

Contact Name and Number:

Adina Lund, Development and Engineering Director, (623) 773-7249

A RESOLUTION OF THE MAYOR AND COUNCIL
OF THE CITY OF PEORIA, MARICOPA COUNTY,
ARIZONA ADOPTING A RESOLUTION FORMALLY
ACCEPTING DEEDS AND EASEMENTS FOR
PROPERTY RIGHTS CONVEYED TO THE CITY OF
PEORIA.

Islamic Center of Peoria Lake Pleasant Parkway & Mariposa Grande
Islamic Center of Peoria
EASEMENT FOR PUBLIC SIDEWALK
Maricopa County Recording No. 20190691478 (*previously recorded on June 19, 2019
as Recording No. 20190457989*)
(Project No. R170086/ Deed No. 19-028)

SECTION 2. Public Easement and Land Rights

That the Mayor and Council accept the deeds and public easements transferred to the City of Peoria as described herein.

SECTION 3. Recording Authorized

That the City Clerk shall record the original of this Resolution with the Maricopa County Recorder's Office.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 15th day of October, 2019.

Cathy Carlat, Mayor

ATTEST:

Date Signed

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Vanessa P. Hickman, City Attorney

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 9C.

Date Prepared: 9/30/2019

Council Meeting Date: 10/15/2019

TO: Jeff Tyne, City Manager

THROUGH: Andy Granger, Deputy City Manager

FROM: Art Miller, Chief of Police

SUBJECT: PUBLIC HEARING – Grant, United States Department of Justice, Edward Byrne Memorial Justice Assistance Grant

Purpose:

Discussion and possible action to: (a) authorize acceptance of a United States Department of Justice, Edward Byrne Memorial Justice Assistance Grant in the amount of \$25,719; and (b) approve a budget amendment in the amount of \$25,719 from the Proposed Grants Contingency fund to the Justice Assistance Grant fund.

Summary:

The Peoria Police Department was notified by the United States Department of Justice that an Edward Byrne Memorial Justice Assistance Grant (JAG) award in the amount of \$25,719 was available to the City of Peoria in order to support criminal justice initiatives.

The JAG program is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multi-jurisdictional drug and gang task forces to crime prevention and domestic violence programs, as well as courts, corrections, treatment, and justice information-sharing initiatives. The JAG program requires that operations financed with these funds be supplemental to normally funded police programs (not supplant normal police funding).

This JAG funding will be utilized to purchase armored shields to assist officers in safely resolving calls for service involving weapons.

Previous Actions/Background:

This is the fifteenth consecutive year that the United States Department of Justice, Edward Byrne Memorial Justice Assistance Grant (JAG) has made funding available to the Peoria Police Department. The Council has accepted all previous grant awards.

Options:

A: Accept the United States Department of Justice, Edward Byrne Memorial Justice Assistance Grant (JAG) award totaling \$25,719, and approve a budget adjustment of \$25,719 from the Proposed Grants Contingency account to the JAG grant account.

B: Do not accept the United States Department of Justice, Edward Byrne Memorial Justice Assistance Grant (JAG).

Staff Recommendation:

Accept the United States Department of Justice, Edward Byrne Memorial Justice Assistance Grant (JAG) award totaling \$25,719, and approve a budget adjustment of \$25,719 from the Proposed Grants Contingency account to the JAG grant account.

Fiscal Analysis:

Request a budget amendment in the amount of \$25,719 from the Proposed Grants Contingency account (7990-7990-570000) to the JAG grant account (7507-7757-530019). No matching funds are required.

ATTACHMENTS:

JAG Grant Award 2019-DJ-BX-0886

Contact Name and Number:

Art Miller, Chief of Police, (623) 773-7059



U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 24, 2019

Chief Art Miller
City of Peoria
8401 West Monroe Street
Post Office Box 340
Peoria, AZ 85345-6560

Dear Chief Miller:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$25,719 for City of Peoria.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Tahitia Barringer, Program Manager at (202) 616-3294; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A black rectangular redaction box covering the signature of Katharine T. Sullivan.

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Enclosures



U.S. Department of Justice
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

September 24, 2019

Chief Art Miller
City of Peoria
8401 West Monroe Street
Post Office Box 340
Peoria, AZ 85345-6560

Dear Chief of Police Miller:

Congratulations on your recent award! The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

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1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

City of Peoria
8401 West Monroe Street Post Office Box 340
Peoria, AZ 85345-6560

4. AWARD NUMBER: 2019-DJ-BX-0886

5. PROJECT PERIOD: FROM 10/01/2018 TO 09/30/2022
BUDGET PERIOD: FROM 10/01/2018 TO 09/30/2022

6. AWARD DATE 09/24/2019

7. ACTION

Initial

2a. GRANTEE IRS/VENDOR NO.

866003631

8. SUPPLEMENT NUMBER

00

2b. GRANTEE DUNS NO.

809812170

9. PREVIOUS AWARD AMOUNT

\$ 0

3. PROJECT TITLE

Patrol Ballistic Shields

10. AMOUNT OF THIS AWARD

\$ 25,719

11. TOTAL AWARD

\$ 25,719

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH
ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY19(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.738 - Edward Byrne Memorial Justice Assistance Grant Program

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Art Miller
Chief of Police

17. SIGNATURE OF APPROVING OFFICIAL

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. REG.	OFC.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		25719

21. UDJUGT1051



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

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Grant**

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PROJECT NUMBER 2019-DJ-BX-0886

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SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period - - may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



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SPECIAL CONDITIONS

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



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SPECIAL CONDITIONS

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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SPECIAL CONDITIONS

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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SPECIAL CONDITIONS

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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SPECIAL CONDITIONS

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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SPECIAL CONDITIONS

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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SPECIAL CONDITIONS

19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

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

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.



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31. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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32. No use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance
1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.
 2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.
 3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.
 4. Rules of Construction. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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33. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification
1. If the recipient is a "State," a local government, or a "public" institution of higher education:
- A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."
- B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.
- C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance."
- D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.
2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.
3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" award condition.
4. Rules of Construction
- A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" condition.
- B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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34. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere ... 8 U.S.C. 1373 and 1644; ongoing compliance" award condition.

4. Rules of Construction. The "Rules of Construction" set out in the "Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification" condition are incorporated by reference as though set forth here in full.



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35. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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36. No use of funds to interfere with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information" award condition are incorporated by reference as though set forth here in full.



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37. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

(3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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38. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.



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39. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

- C. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.



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PROJECT NUMBER 2019-DJ-BX-0886

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SPECIAL CONDITIONS

40. No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release" award condition are incorporated by reference as though set forth here in full.

41. Requirement to collect certain information from subrecipients

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.



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SPECIAL CONDITIONS

42. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

43. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

44. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

45. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

46. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.



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SPECIAL CONDITIONS

47. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

48. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

49. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

50. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

51. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.



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52. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

53. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

54. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.



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55. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

56. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.



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SPECIAL CONDITIONS

57. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

58. Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

59. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

60. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

61. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

62. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.



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63. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

64. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2018

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2018), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

65. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

66. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at [https:// www.bja.gov/ Login.aspx](https://www.bja.gov/Login.aspx) to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at [https:// www.bja.gov/ profile.aspx](https://www.bja.gov/profile.aspx). Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at [https:// www.bja.gov/ SuccessStoryList.aspx](https://www.bja.gov/SuccessStoryList.aspx).



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SPECIAL CONDITIONS

67. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

68. Withholding of funds: NIBRS set-aside

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and BJA reviews and accepts, a budget that clearly dedicates at least 3 percent of the total amount of the award to NIBRS compliance activities or documentation showing that the recipient has been certified as NIBRS compliant, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.



U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Peoria

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

	U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance		GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY	
			Grant	
		PROJECT NUMBER 2019-DJ-BX-0886	PAGE 1 OF 1	
This project is supported under FY19(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).				
1. STAFF CONTACT (Name & telephone number) Tahitia Barringer (202) 616-3294		2. PROJECT DIRECTOR (Name, address & telephone number) Heather Cammarata Administrative Services Manager 8401 W. Monroe Street Peoria, AZ 85345-6560 (623) 773-7069		
3a. TITLE OF THE PROGRAM BJA FY 19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation			3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)	
4. TITLE OF PROJECT Patrol Ballistic Shields				
5. NAME & ADDRESS OF GRANTEE City of Peoria 8401 West Monroe Street Post Office Box 340 Peoria, AZ 85345-6560		6. NAME & ADDRESS OF SUBGRANTEE		
7. PROGRAM PERIOD FROM: 10/01/2018 TO: 09/30/2022		8. BUDGET PERIOD FROM: 10/01/2018 TO: 09/30/2022		
9. AMOUNT OF AWARD \$ 25,719		10. DATE OF AWARD 09/24/2019		
11. SECOND YEAR'S BUDGET		12. SECOND YEAR'S BUDGET AMOUNT		
13. THIRD YEAR'S BUDGET PERIOD		14. THIRD YEAR'S BUDGET AMOUNT		
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs. This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information				

sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.

NCA/NCF

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 10R.

Date Prepared: 10/3/2019

Council Meeting Date: 10/15/2019

TO: Jeff Tyne, City Manager
THROUGH: Katie Gregory, Deputy City Manager
FROM: Chris M. Jacques, AICP, Planning Director
SUBJECT: Minor General Plan Amendment, Villages at Pioneer Park, 83rd Avenue and Olive Avenue

Purpose:

Discussion and possible action to concur with the Planning and Zoning Commission's unanimous recommendation and adopt **RES. 2019-126** approving an amendment to the General Plan Land Use Map re-designating a 30.21 acre site located at the southwest corner of 83rd Avenue and Olive Avenue from Community Commercial to Medium-High Density Residential (8-15 du/ac).

Summary:

The applicant, Burch and Cracchiolo, representing Empire Residential Communities Fund, is requesting a Minor General Plan Amendment and Rezone of approximately 30.21 acres located at the southwest corner of 83rd Avenue and Olive Avenue. The requests, if approved, would facilitate the development of a 332-unit single-story multi-family development known as *Villages at Pioneer Park*.

This request has been proposed in combination with an associated Rezone (Case Z18-13). These cases will be presented together with a request to take two separate actions.

Please note that the associated staff report, exhibits and findings are contained within the above cited agenda item to avoid redundancy.

Previous Actions/Background:

On September 19, 2019, the Planning and Zoning Commission held a public hearing regarding this case. The Commission voted 5-0, recommending approval of the Minor General Plan Amendment. There were no speakers from the general public present to speak.

Options:

A: Approve as recommended by Staff and the Planning & Zoning Commission; or
B: Approve with modifications; or
C: Deny; or

D: Continue action to a date certain or indefinitely; or

E: Remand to the Planning & Zoning Commission for further consideration.

Staff Recommendation:

APPROVE Case GPA 18-07 as recommended by Staff and the Planning and Zoning Commission.

Fiscal Analysis:

This request is not expected to have immediate budgetary impacts to the City.

ATTACHMENTS:

Exhibit 1 - Vicinity Map

Exhibit 2 - Draft Resolution

Contact Name and Number:

Chris M. Jacques, AICP, Planning Director (623) 773-7609

Amanda Beck, Planner, (623) 773-7128

GPA18-07 & Z18-13 Village at Pioneer Park

Southwest Corner of Olive and 83rd Avenue



**Exhibit 2 -
Draft Resolution**

RESOLUTION NO. 2019-126

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA AMENDING THE LAND USE MAP OF THE PEORIA GENERAL PLAN FROM COMMUNITY COMMERCIAL TO MEDIUM HIGH DENSITY RESIDENTIAL FOR A 30.21 ACRE PROPERTY IN THE CITY OF PEORIA, ARIZONA; AND PROVIDING FOR SEPARABILITY AND AN EFFECTIVE DATE.

WHEREAS, the General Plan heretofore adopted by the City of Peoria, Arizona provides for periodic review and amendment;

WHEREAS, the City of Peoria is required to follow the procedures of A.R.S. 9-461.06 in adopting any amendments to the General Plan; and

WHEREAS, the Peoria Planning and Zoning Commission, after due and proper notice as required by law, held a public hearing regarding Case GPA18-07, on September 19, 2019; and

WHEREAS, after such public hearing and consideration of Case GPA18-07, the Peoria Planning and Zoning Commission recommended adoption of Case GPA18-07, a copy of which recommendation is on file with the City Clerk of the City of Peoria, Arizona, and which said Case GPA18-07 was transmitted to the Mayor and City Council of the City of Peoria prior to the meeting of October 15, 2019; and

WHEREAS, after due and proper consideration of Case GPA18-07, the Mayor and City Council of the City of Peoria, Arizona have found that Case GPA18-07 will properly aid in the orderly growth and development of the City of Peoria, Arizona.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA AS FOLLOWS:

SECTION 1. Amendment to the Peoria General Plan

1. The City Council of the City of Peoria, Arizona, does hereby accept and adopt amendment number GPA18-07, amending the Land Use Map of the Peoria General Plan, for the area described in Exhibits A and B.

SECTION 2. Separability.

In the event any part, portion or paragraph of this Resolution is found to be invalid by any court of competent jurisdiction, the invalidity of such part, portion, or paragraph shall

not affect any other valid part, portion, or paragraph of this Resolution and effectiveness thereof;

SECTION 3. This Resolution shall become effective in the manner provided by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Maricopa County, Arizona this 15th day of October, 2019.

Cathy Carlat, Mayor

Date signed

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Vanessa P. Hickman, City Attorney

Exhibit A
Legal Description

That part of the East half of the Northeast quarter of Section 34, Township 3 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the Northwest corner of the Pioneer Village III, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 267 of Maps, page 48;

Thence North 00 degrees 16 minutes 00 seconds West along the West line of the said East half of the Northeast quarter, Section 34, a distance of 479.13 feet to the intersection of the said West line of the East half of the Northeast quarter, Section 34 with the Westerly prolongation of the South line of Parcel described in Recording No. 87-430563, records of Maricopa County, Arizona;

Thence North 88 degrees 53 minutes 00 seconds East 445.24 feet (North 88 degrees 54 minutes 11 seconds East 445.23 feet record) to the Southeast corner of the above referenced Parcel;

Thence North 01 degrees 07 minutes 00 seconds West (North 01 degrees 05 minutes 49 seconds West record) 190.00 feet to a corner of said Parcel;

Thence South 88 degrees 53 minutes 00 seconds West (South 88 degrees 54 minutes 11 seconds West record) 130.00 feet to a corner of said Parcel;

Thence North 01 degrees 07 minutes 00 seconds West (North 01 degrees 07 minutes 00 seconds West record) 285.00 feet to the intersection of the North line of the said East half of the Northeast quarter, Section 34 with the Northerly prolongation of the East line of said Parcel, this point bearing North 88 degrees 53 minutes 00 seconds East 308.19 feet from the Northwest corner of the said East half of the Northeast quarter, Section 34;

Thence North 88 degrees 53 minutes 00 seconds East 1011.99 feet to the Northeast corner of the said East half of the Northeast quarter, Section 34;

Thence South 00 degrees 00 minutes 13 seconds West along the East line of the said East half of the Northeast quarter, Section 34 a distance of 1177.49 feet to the Northeast corner of the said Pioneer Village III;

Thence along the North line of the said Pioneer Village III as follows:

North 89 degrees 52 minutes 47 seconds West 180.00 feet;

Thence South 68 degrees 05 minutes 53 seconds West 280.00 feet;

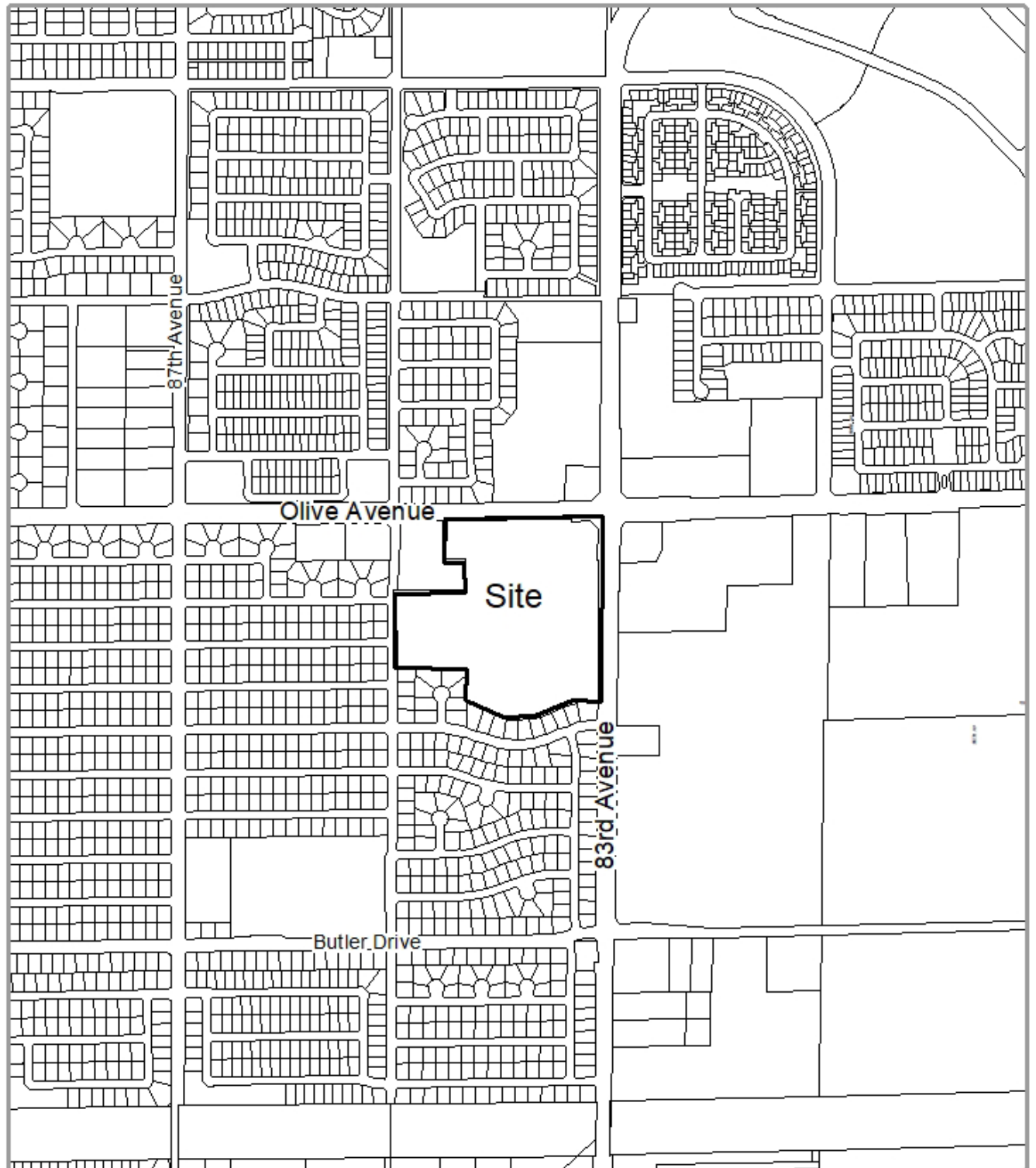
Thence South 88 degrees 05 minutes 38 seconds West 175.27 feet;

Thence North 64 degrees 55 minutes 14 seconds West 270.00 feet;

Thence North 00 degrees 16 minutes 00 seconds West 195.53 feet;

Thence South 89 degrees 44 minutes 00 seconds West 455.00 feet to the POINT OF
BEGINNING;

**Exhibit B
Parcel Map**



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 11R.

Date Prepared: 9/23/2019

Council Meeting Date: 10/15/2019

TO: Jeff Tyne, City Manager
THROUGH: Katie Gregory, Deputy City Manager
FROM: Chris M. Jacques, AICP, Planning Director
SUBJECT: Rezoning, Villages at Pioneer Park, 83rd Avenue and Olive Avenue

Purpose:

Discussion and possible action to concur with the Planning and Zoning Commission's unanimous recommendation and adopt **ORD. 2019-27** approving the rezoning of Olive Crossroads Planned Area Development (PAD) to the Villages at Pioneer Park PAD.

Summary:

Introduction:

The applicant, Burch and Cracchiolo, representing Empire Residential Communities Fund, is requesting a Rezone of approximately 30.21 acres located at the southwest corner of 83rd Avenue and Olive Avenue as further described below. The requests, if approved, would facilitate the development of a 332-unit single-story multi-family development known as *Villages at Pioneer Park*.

This request has been proposed in combination with an associated Minor General Plan Amendment (Case GPA 18-07).

Site Location and Context:

The subject site is a vacant, irregular-shaped parcel of approximately 30.21 gross acres located at the southwest corner of the signalized intersection of 83rd Avenue (4-lane arterial) and Olive Avenue (4-lane arterial). Along the 83rd Avenue frontage is a bus shelter providing access for ridership along the 83rd Avenue corridor from points south in Phoenix to northbound locations including Old Town Peoria and the P83 district.

Contextually, the site is located approximately ½ - ¾ mile from the City Hall campus and Old Town Peoria. Additionally, the 80-acre Pioneer Community Park, replete with ballfields, fishing lake and other recreational amenities is located across 83rd Avenue to the east of the site. A "z-crossing" provides protected pedestrian access across 83rd Avenue to the park. The nearest school in the area is Cotton Boll Elementary, located at Butler and 85th Avenue.

More locally, the site shares a property boundary with the AMF Bowling Alley to the west and the

single-family residential community of Pioneer Village to the south. Abutting homes in Pioneer Village are all one-story in height. Along the west, 85th Avenue, a designated local street, provides access to Olive Avenue. Across Olive Avenue to the north is an existing Shamrock gas station, surrounded by a vacant 15-acre site proposed for multi-family residential (Hancock Communities at City Hall, Case Z19-01) and an existing single-family residential community called Cedarbrook. To the northeast is a vacant parcel under construction for a multi-family residential project ("Parc at Roundtree Ranch") and a future commercial out-parcel. Directly east of the site and across 83rd Avenue is the existing one-story multi-family residential community of Bungalows on Olive, Circle K gas station and Pioneer Park.

Proposed Villages at Pioneer Park

The applicant is proposing a gated, single-story, 332-unit (10.99 du/ac) multi-family residential community known as Villages at Pioneer Park. Amenities for the project include a central clubhouse featuring a fitness center, pool, outdoor kitchen, dog park, gaming areas, community garden plots and open spaces threaded throughout the development within a semi-agrarian themed identity. The units are a mix of one-, two- and three-bedroom floorplans with the smaller one-bedroom units as duplexes and the larger floorplans as stand alone buildings. To evoke more of a single-family environment, the development proposes private rear yards for each unit.

The primary entrance to the community will be from Olive Avenue, with two additional gated entrances along 83rd Avenue and at 85th Avenue. Additionally, the community will include two (2) gated pedestrian access points to 83rd Avenue. The pedestrian access points are located in proximity to the bus shelter near 83rd/Olive and the z-crossing at 83rd Avenue. A thematic corner feature at Olive/83rd Avenue corner will include replicas of wagon wheels and a trellis to reinforce Pioneer Park and advance the semi-agrarian theme of this development. The development will also include detached garage units and guest parking.

Minor General Plan Amendment:

The existing site is designated as *Community Commercial* on the General Plan Land Use Plan Map, which does not envision residential uses, and is a higher intensity commercial and retail designation than neighborhood commercial. The applicant is proposing the site be re-designated as *Medium High Density Residential* which has a density range between 8.0 – 15.0 du/ac, and a target of 12.0 du/ac. This land use category is appropriate for residential and other compatible uses on parcels which have a high level of access, are located near services or employment centers, or have other characteristics that make a medium-high density suitable.

In 2017, the City Council approved actions to (a) modify the General Plan land designation from Low Density Residential (2-5 du/ac) to Community Commercial; and (b) rezone the site from Intermediate Commercial (C-2) and Multi-Family Residential (RM-1) to a commercial PAD. As proposed, the intent was to facilitate a commercial shopping center ("Olive Crossing") consisting of a large-scale grocery store as the anchor facility (107,188 square foot Fry's Marketplace), fuel center, and supporting pad and multi-tenant buildings throughout the remainder of the site. However, Fry's decided not to pursue this commercial development and instead chose to pursue a renovation of its existing store at 91st Avenue and Olive Avenue. Hence, the site remained undeveloped. The applicant has asserted that a persistent lack of commercial interest in this property has precipitated the current request.

Several objectives within the Peoria General Plan aim to promote a diversity of housing types to meet the needs of residents of all income levels and ages, as well as promoting a mix of housing types. Providing workforce housing is a growing need for communities across Arizona, and as Old Town Peoria further redevelops, the need for housing options will grow. Given the site's location along two major arterial streets, and ease of access to Loop 101 and Grand Avenue, this infill site could be well suited for a multi-family development. The proposed density (10.99 du/ac) is minimally below the target density range due to the proposed single-story product. By maintaining a product that better aligns with the surrounding single-family homes in the area, which are zoned Single-family Residential (R1-8), the development is not able to increase the density without having traditional multi-story apartment buildings. To complement the single-family nature of the surrounding subdivisions, the applicant has proposed that all buildings be limited to a maximum height of 25 feet so that all units are single-story.

Rezone (PAD):

For the most part, since 1981, the site has enjoyed some combination of commercial and multi-family residential zoning. Most recently, on April 4, 2017, the Mayor and City Council adopted Ordinance 2017-16 rezoning the subject site from Intermediate Commercial (C-2) and Multi-Family Residential Zoning Districts to the current Olive Crossroads Planned Area Development (PAD). Because the existing PAD is solely written to only allow for commercial uses, any change of use for residential land uses would require a rezone application. Consequently, the applicant has requested to modify the development standards on the property to allow for the development of a multi-family residential community to be regulated by the Villages at Pioneer Park PAD.

The Villages at Pioneer Park Planned Area Development (PAD) proposes amended development standards that are similar to the standard Multi-family Residential (RM-1) zoning district found within the Zoning Ordinance. The PAD designation will better allow the development to respond to topographical conditions, contextual circumstances in the area, and/or otherwise promote a creative and efficient approach to land development. The PAD also proposes additional design guideline for the architecture of the community, in addition to the requirements outlined in the Peoria Design Review Manual.

While the area directly south and southwest of the site is zoned Single-family Residential (R1-8), the Villages at Pioneer Park propose a higher intensity residential land use that transitions with the lower intensity single-family residential by ensuring the housing product is single-story and the majority of units are detached. The *Market Analysis* submitted by the applicant notes that there is a demand for diverse housing products within Peoria, and that demand for this particular product is so high that the few completed communities within the Valley have been at full capacity and operated with waiting lists within a year of opening.

The applicant has provided a number of illustrative renderings identifying the desired architectural theme for Villages at Pioneer Park. The entry gates, walls, and monumentation are expected to utilize an agrarian material palette that evokes an "Arizona Ranch" architecture, as well as echoing the wagon wheel art in Pioneer Park with several wagon wheel themed elements at community entrances. The proposed architectural detailing includes materials and embellishments such as masonry, plank shutters, corbels, and gable end detailing. To carry the agrarian theme, white picket fencing for view fencing, and as an accent to the perimeter wall, is proposed.

As indicated above, the primary community entrance will be located off Olive Avenue with additional gated entries on 83rd Avenue and 85th Avenue. Both 83rd Avenue and Olive Avenue are identified as arterial roadways, and are maintained by the City of Peoria. The project is required to complete improvements along 85th Avenue, 83rd Avenue, and Olive Avenue along the site's frontages. Half-street improvements will be required along all of the site's frontages. Given the high volume of traffic along Olive Avenue, the development is required to design a traffic signal at 85th Avenue and Olive Avenue to accommodate residents of the community and advance capacity of the roadway network in this area. The traffic signal will benefit residents of the surrounding subdivisions of Westgreen Estates and Pioneer Village, located south of Olive Avenue, and the subdivisions of Fairmont and Cedarbrook that are located on the north side of Olive. Traffic Division staff has reviewed the access requirements into the community and has proposed conditions of approval for off-site traffic improvement to eliminate the potential for interlocking turning movements from occurring.

Summary/Findings:

Staff supports the General Plan Amendment and Rezoning request based on the following:

1. The proposed General Plan Amendment provides for a land use category that will act as an appropriate transition with the existing single-family land uses;
2. At a proposed density of 10.99 du/ac, the proposal falls within the Medium High Density Residential land use designation range of 8-15 units per acre;
3. Both the amendment and rezoning request are in conformance with the Goals, Objectives, and Policies of the City of Peoria General Plan;
4. This rezoning request and specific design standards will result in a development that acts as a transition with the surrounding single-family residential character of the area while addressing a need for workforce housing;
5. The proposal has exceeded the required open space requirements for open space areas, and minimum number of community amenities; and
6. The applicant/owner has submitted a signed and notarized a Proposition 207 waiver, which will be recorded with the conditions of approval.

Public Involvement:

Pursuant to Section 21-315 of the Peoria Zoning Ordinance, the application was properly noticed to all property owners within 600-feet of the site, and registered HOA's within one-mile. Additionally, two signs were posted on site, and an ad was placed in the Peoria Times at least 15-days prior to the public hearing.

A neighborhood meeting was held on January 30, 2019, at the Peoria Community Center (See Exhibit 10 of P&Z Staff Report). Two (2) property owners attended, along with the council assistant and city staff. At the meeting, the development team presented the details of the project and answered resident's questions. General feedback from residents included a positive reception of the proposed multi-family community over the previously proposed Fry's Marketplace, and concern about off-site improvements along 85th Avenue. The applicant noted that a traffic light would be installed at 85th Avenue. To address concerns about privacy, the applicant highlighted that the proposed product will be single-story, and that each unit's rear yard would abut the southern property line.

Support/Opposition:

At the time of this writing, staff has received no correspondence in opposition or support of the proposal.

Previous Actions/Background:

- On September 19, 2019, the Planning and Zoning Commission held a public hearing regarding this case. After deliberation, the Commission voted 5-0, recommending approval of the rezoning request. There were no speakers from the public present.

Options:

A: Approve as recommended by Staff and the Planning and Zoning Commission; or

B: Approve with modifications; or

C: Deny; or

D: Continue action to a date certain or indefinitely; or

E: Remand back to the Planning and Zoning Commission for further consideration.

Staff Recommendation:

APPROVE Case Z18-13 as recommended by Staff and the Planning and Zoning Commission subject to the stated Conditions of Approval (Exhibit 3).

Fiscal Analysis:

This request is not expected to have immediate budgetary impacts to the City.

ATTACHMENTS:

Exhibit 1 - Vicinity Map

Exhibit 2 - Context Map

Exhibit 3 - Conditions of Approval

Exhibit 4 - Staff Report

Exhibit 5 - Draft Ordinance

Contact Name and Number:

Chris M. Jacques, AICP, Planning Director (623) 773-7609

Amanda Beck, Planner, (623) 773-7128

GPA18-07 & Z18-13 Village at Pioneer Park

Southwest Corner of Olive and 83rd Avenue



GPA18-07 & Z18-13 Village at Pioneer Park

Southwest Corner of Olive and 83rd Avenue



Z18-13: Village at Pioneer Park

Southwest corner of Olive and 83rd Avenue



The amendment to the zoning district(s) for the above mentioned property is subject to the following Conditions of Approval in order to protect the public health, safety, welfare, and the City of Peoria:

1. The development shall substantially conform to the *Villages at Pioneer Park* Planned Area Development (PAD) Standards and Guidelines Report, and Project Narrative contained within the 9/19/19 Planning and Zoning Commission staff report, except as modified herein.
2. The Developer shall comply with all City of Peoria engineering design standards, policies and requirements at the time of development and final engineering submittal.
3. The Developer shall dedicate right-of-way (ROW) along the frontage of the project on the following streets:
 - a. 75' ROW on Olive Avenue within 500' of the 83rd Avenue intersection, then 65' for the remainder of the project frontage;
 - b. 75' ROW on 83rd Avenue within 500' of the Olive Avenue intersection, then 65' for the remainder of the project frontage; and
 - c. 30' ROW on 85th Avenue.
4. The Developer shall be responsible for the following traffic improvements, unless otherwise approved by the City Engineer:
 - a. Design of the traffic signal at 85th Avenue and Olive Avenue. The Developer shall contribute \$250,000 toward the construction of the traffic signal. This payment shall be made prior to the issuance of any permits. The traffic signal construction plans shall be submitted with the civil improvement plans for the development.
 - b. An eastbound to southbound right turn lane at 83rd Avenue/Olive Avenue will be required with the offsite improvements associated with the project. There will be traffic signal modifications at the intersection to construct the right turn lane. This will be required with the first phase of the development. The deceleration storage and taper lengths shall match those of the southbound approach.
 - c. Right turn deceleration lanes shall be constructed at all site driveways on Olive Ave and 83rd Avenue. Minimum deceleration lane length is 100' storage and 150' taper.
 - d. The Developer shall modify the median on 83rd Ave to allow for left in access, with a minimum left turn lane length of 100' storage and 150' taper.

- e. The Developer shall modify the median bullnoses on 83rd Avenue at the development driveway to eliminate negative offsets for opposing left turn movements.
 - f. The Developer shall construct the half-street for 85th Avenue along the frontage of the project within the first phase of the development. This shall include pavement, curb, gutter, sidewalk and streetlights.
5. The Developer shall provide an Agreement to Install Improvement for the public improvements required for the development with an accompanying financial assurance for site improvements in accordance with the City's requirements.

7. Z18-13: Village at Pioneer Park



PLANNING AND ZONING COMMISSION REPORT

Meeting September 19, 2019

Date:

Agenda Item: 3R

Case Name: Villages at Pioneer Park: General Plan Amendment (GPA18-07) and Rezone (Z18-13)

General Application Information

Proposal:

The applicant is seeking to amend the General Plan land use designation and rezone the subject property to accommodate the development of a 332-unit multi-family residential community called Villages at Pioneer Park.

Location:

Southwest corner of 83rd Avenue and Olive Avenue

Project Acreage:

30.21 gross acres

Applicant:

Brian Greathouse, of Burch & Cracchiolo, on behalf of Empire Residential Communities Fund III LLC

Recommendations:

Staff recommends that the Planning and Zoning Commission take the following action:

1. Recommend approval of GPA18-07 to the City Council; and
2. Recommend approval of Case Z18-13 to the City Council, subject to the attached conditions of approval in Exhibit 1.

ATTACHMENTS:

Description

Staff Report

Exhibit 1 - Conditions of Approval

Exhibit 2 - Vicinity Map

Exhibit 3 - Context Map

Exhibit 4 - General Plan Map

Exhibit 5 - Zoning Map

Exhibit 6 - PAD Standards and Guidelines

Exhibit 7 - Conceptual Land Plan

Exhibit 8 - Corner Feature

Exhibit 9 - GPA Justification



PLANNING AND ZONING COMMISSION STAFF REPORT

Date September 19, 2019

To Planning and Zoning Commission

From Amanda Beck
Planner

Subject **Villages at Pioneer Park General Plan Amendment and Rezoning**
A proposed single-story multi-family development for 332 units with amenities.

PROPOSAL

The applicant is seeking to amend the General Plan land use designation and rezone the subject property to accommodate the development of a 332-unit multi-family residential community called *Villages at Pioneer Park*.

APPLICATION INFORMATION

Case Numbers General Plan Amendment (GPA18-07) and Rezoning (Z18-13)

Applicant Brian Greathouse, of Burch & Cracchiolo, on behalf of Empire Residential Communities Fund III LLC

Request(s)

1. Amend approximately 30.21 acres (gross) of the General Plan from Community Commercial to Medium High Density Residential (8.0 – 15.0 du/ac, target 12.0 du/ac); and
2. Rezone 30.21 acres (gross) from Olive Crossroads Planned Area Development (PAD) to Villages at Pioneer Park Planned Area Development (PAD).

LOCATION AND CONTEXT

SUBJECT SITE

The subject site is located at the southwest corner of 83rd Avenue and Olive Avenue, as depicted on Exhibit 2 and Exhibit 3.

CONTEXT

The subject site is a vacant, irregular-shaped parcel of approximately 30.21 gross acres located at the southwest corner of the signalized intersection of 83rd Avenue (4-lane arterial) and Olive Avenue (4-lane arterial). Along the 83rd Avenue frontage is a bus shelter providing access for

ridership along the 83rd Avenue corridor from points south in Phoenix to northbound locations including Old Town Peoria and the P83 district.

Contextually, the site is located approximately ½ - ¾ mile from the City Hall campus and Old Town Peoria. Additionally, the 80-acre Pioneer Community Park, replete with ballfields, fishing lake and other recreational amenities is located across 83rd Avenue to the east of the site. A “z-crossing” provides protected pedestrian access across 83rd Avenue to the park. The nearest school in the area is Cotton Boll Elementary, located at Butler and 85th Avenue.

More locally, the site shares a property boundary with the AMF Bowling Alley to the west and the single-family residential community of *Pioneer Village* to the south. Abutting homes in *Pioneer Village* are all one-story in height. Along the west, 85th Avenue, a designated local street, provides access to Olive Avenue.

Across Olive Avenue to the north is an existing Shamrock gas station, surrounded by a vacant 15-acre site proposed for multi-family residential (*Hancock Communities at City Hall*, Case Z19-01) and an existing single-family residential community called *Cedarbrook*. To the northeast is a vacant parcel under construction for a multi-family residential project (“Parc at Roundtree Ranch”) and a future commercial out-parcel. Directly east of the site and across 83rd Avenue is an existing one-story multi-family residential community of *Bungalows on Olive*, Circle K gas station and Pioneer Park.

APPLICANT’S PROPOSAL

The applicant is proposing a gated residential community for a three hundred and thirty-two (332) unit multi-family, single-story development known as *Villages at Pioneer Park*. The primary entrance to the community is from Olive Avenue, just east of 85th Avenue. Two additional gated entrances are proposed, one along 83rd Avenue to align with the secondary access for the *Bungalows on Olive*, and another access point along 85th Avenue. Additionally, the community will include two (2) gated pedestrian access points to 83rd Avenue. The pedestrian access points are located in proximity to the bus shelter near 83rd/Olive and the z-crossing at 83rd Avenue. A thematic corner feature at Olive/83rd Avenue corner will include replicas of wagon wheels and a trellis to reinforce Pioneer Park and advance the semi-agrarian theme of this development. The community will feature one- to three-bedroom units, with the smaller one-bedroom units as duplexes, and the larger floorplans as standalone units.

Amenities for the project include a central clubhouse featuring a gym, a pool, dog park, several garden plots for residents, and open spaces throughout the development. Amenity requirements outlined in the Peoria Design Review Manual for multi-family developments over two hundred and sixty (260) units call for 6 amenities, including a second pool.. The applicant is proposing other amenities throughout the community, including a 5-foot decomposed granite trail to run the length of 83rd Avenue, to meet the requirements of the Design Review Manual. To evoke more of a single-family environment, the development proposes rear yards for each unit above the minimum required by the Design Review Manual, in addition to a greater amount of useable open space. Overall, usable open space proposed exceeds the City’s standard of one hundred-fifty (150) square feet per bedroom. The development provides an additional 2,800 square feet of open space for residents.

The proposed development results in a gross density of 10.99 dwelling units per acre. Because the existing General Plan land use category is Community Commercial, a minor General Plan amendment requesting a change to the Medium High Density Residential land use category (8-15 du/ac) was filed concurrently with the rezoning case.

The applicant has described in detail their reason for the request and supporting data within Exhibit 9. Given the parcel disposition as an irregular, infill parcel bounded by two major arterial roadways, the proposed Villages at Pioneer Park Planned Area Development (PAD) Standards and Guidelines Report (Exhibit 6) identifies site-specific development standards, which are custom to the proposed development as a means to appropriately respond to the unique conditions of the site.

DEVELOPMENT INFORMATION

<u>Existing Use:</u>	Vacant/undeveloped
<u>Proposed Use:</u>	332 unit, single-story multi-family development
<u>Property Size:</u>	30.21 gross acres 26.49 net acres
<u>Existing General Plan Land Use Category:</u>	Community Commercial
<u>Proposed General Plan Land Use Category:</u>	Medium High Density Residential 8.0 - 15.0 dwelling units per acre (du/ac), target of 12.0 du/ac
<u>Density Proposed:</u>	10.99 du/ac
<u>Building Height:</u>	25 feet *All units will be single-story
<u>Maximum Lot Coverage:</u>	50%
<u>Useable Open Space</u>	
<u>Required:</u>	150 square feet per bedroom
<u>Provided:</u>	150 square feet per bedroom; not including 200 square feet per unit of private yard

Refer to Table 1 within this report for the proposed development standards.

STAFF ANALYSIS

GENERAL PLAN

The subject property is designated on the Peoria General Plan Land Use Map as *Community Commercial* which is intended for more intense commercial development than neighborhood commercial, such as large-scale retail buildings and shopping centers that serve a market radius of generally 3 - 5 miles (Exhibit 4). The existing land use category does not contemplate residential uses on this parcel, and as such the applicant has proposed a minor General Plan Amendment (GPA18-07) to a residential land use category.

The applicant has proposed the land use category of *Medium High Density Residential*. The Medium High Density Residential land use designation denotes areas where densely attached single-family residential and multi-family residential development is desirable. This category is appropriate for residential and other compatible uses on parcels which have a high level of access, are located near services or employment centers, or have other characteristics that make a medium-high density suitable. Medium High Density Residential has a density range between 8.0 – 15.0 dwelling units per acre (du/ac), with a target of 12.0 du/ac.

ANALYSIS

Any proposed amendment to the General Plan must demonstrate the proposed use or uses are compatible with the character of the area and would create an appropriate “transition” with the surrounding area. The subject site is an existing vacant, infill property along a bus line, and predominantly adjacent to existing one-story single-family dwellings.

In 2017, the City Council approved actions to (a) modify the General Plan land designation from Low Density Residential (2-5 du/ac) to Community Commercial; and (b) rezone the site from Intermediate Commercial (C-2) and Multi-Family Residential (RM-1) to a commercial PAD. As proposed, the intent was to facilitate a commercial shopping center (“Olive Crossing”) consisting of a large-scale grocery store as the anchor facility (107,188 square foot Fry’s Marketplace), fuel center, and supporting pad and multi-tenant buildings throughout the remainder of the site. However, Fry’s decided not to pursue this commercial development and the site remained undeveloped. The applicant has asserted that a persistent lack of commercial interest in this property has precipitated the current request.

Upon completing the community engagement with the surrounding property owners at the neighborhood meeting (for this request), residents voiced their concerns about a shopping center near the established subdivisions. Of particular concern was the potential negative impact from so many trips generated by the commercial uses. At the neighborhood meeting for this General Plan Amendment and Rezoning case, residents voiced support for the proposed residential land use as a more appropriate transition with the surrounding single-family subdivisions. Additionally, an anchor tenant shopping center is located 1 mile west of the site at 91st Avenue and Olive Avenue, which creates a competing service area for the existing Community Commercial land use designation on the site.

Several objectives within the Peoria General Plan aim to promote a diversity of housing types to meet the needs of residents of all income levels and ages, as well as promoting a mix of housing types. Providing workforce housing is a growing need for communities across Arizona, and as

Old Town Peoria further redevelops, the need for this type of housing will grow. Given the site's location along two major arterial streets, and ease of access to Loop 101 and Grand Avenue, this infill site could be well suited for a multi-family development. The proposed density (10.99 du/ac) is minimally below the target density range due to the proposed single-story product. By maintaining a product that better aligns with the surrounding single-family homes in the area, which are zoned Single-family Residential (R1-8), the development is not able to increase the density without having traditional multi-story apartment buildings. To complement the single-family nature of the surrounding subdivisions, the applicant has proposed that all buildings be limited to a maximum height of 25 feet so that all units are single-story.

To provide a buffer with the single-family homes in the *Pioneer Village* subdivision to the south of the site, the conceptual land use plan notes a 20-foot building setback along the southern boundary of the site to create an additional transition with the proposed single-story multi-family units. To emphasize the site's proximity to Pioneer Park, the design guidelines within the Villages at Pioneer Park PAD Standards and Guidelines Report outline theming elements that highlight Peoria's agrarian heritage through an enhanced pedestrian gathering space at the corner of 83rd Avenue and Olive Avenue that carries the wagon wheel theme from Pioneer Park, as well as the proposed installment of several garden plots throughout the community. In addition to the detached single-story design of the units, several open space amenities are spread throughout the community as gathering spaces for residents. Based on these factors, staff believes the Medium High Density Residential land use category appears to be appropriate for this site.

In addition, staff believes the proposal meets or exceeds the following General Plan goals, policies and objectives:

- Residential Communities - Policy 1.M.1: Accommodate an adequate supply and mix of developable residential land to accommodate future housing needs.
- Smart Growth - Objective 1.A.1: Promote planned developments where resources and infrastructure are in place to facilitate orderly and efficient growth.
- Infill Development - Objective 1.H: Encourage the development or redevelopment of vacant or underutilized infill sites within the City.
- Infill Development - Policy 1.H.3: Encourage infill development that takes advantage of existing municipal services, utilities, transportation facilities, schools, and shopping areas.
- Revitalization and Redevelopment - Goal 1: Create an attractive, vibrant and sustainable community within mature areas of the City.

KEY FINDINGS

1. The amendment is in conformance with the Goals, Objectives, and Policies of the City of Peoria General Plan;
2. At a proposed density of 10.99 du/ac, the proposal falls within the Medium High Density Residential land use designation range of 8-15 units per acre;
3. The proposed multi-family development provides more rooftops for the existing commercial properties within a 3-5 mile service radius; and
4. The property is an infill site with a development concept that will act as a transition with the single-family residential.

ZONING

The site is currently zoned Olive Crossroads Planned Area Development (PAD), as approved through the Rezoning Z16-11, which allows for a commercial shopping center and pad sites (Exhibit 5). The PAD is to facilitate a commercial shopping center consisting of a large-scale grocery store as the anchor facility (107,188 sf Fry's Marketplace), fuel center, and supporting pad and multi-tenant shops buildings.

ANALYSIS

LAND USE AND ZONING HISTORY

On December 22, 1981, the Mayor and City Council adopted *Ordinance 81-72* rezoning approximately 30.7 acres consisting of the subject site in addition to the adjacent bowling alley property immediately west of the subject site. The rezoning request changed the zoning from General Agricultural (AG) to Multi-Family Residential (RM-1), Office Commercial (O-1), and Planned Neighborhood Commercial (PC-1). The zoning for the site was further modified in 1986 when the Mayor and City Council adopted *Ordinance 86-04* rezoning approximately 16.7 acres consisting of a portion of the subject site in addition to the adjacent bowling alley property immediately west of the subject site. The rezoning request changed the zoning from Multi-Family Residential (RM-1), Office Commercial (O-1), and Planned Neighborhood Commercial (PC-1) to Intermediate Commercial (C-2).

On April 4, 2017, the Mayor and City Council adopted *Ordinance 2017-16* rezoning the subject site from Intermediate Commercial (C-2) and Multi-Family Residential Zoning Districts to the current Olive Crossroads Planned Area Development (PAD). Because the PAD is solely written to only allow for commercial uses, any change of use for residential land uses would require a rezone application. Consequently, the applicant has requested to modify the development standards on the property to allow for the development of a multi-family residential community to be regulated by the Villages at Pioneer Park PAD.

PROPOSED PAD STANDARDS ANALYSIS

The Villages at Pioneer Park Planned Area Development (PAD) proposes amended development standards that are similar to the standard Multi-family Residential RM-1 zoning district found within the Zoning Ordinance. The PAD designation allows deviation from the existing development standards in order to allow developments to better respond to topographical conditions, contextual circumstances in the area, and/or otherwise promote a creative and efficient approach to land development. The PAD also proposes additional design guideline for the architecture of the community, in addition to the requirements outlined in the Peoria Design Review Manual.

Table 1 – Proposed Development Standards

Standards	Villages at Pioneer Park (Proposed)
Maximum Density	12.00 du/ac
Maximum Lot Coverage (cumulative site)	50%
Minimum On-site Landscaping	20% of net area
Minimum Open Space	90,000 square feet
Minimum Private Yard Space per Unit	200 square feet
Maximum Building Height	25 feet/1 story
Minimum Building Setback 83 rd Avenue Olive Avenue 85 th Avenue All Other Perimeters	25 feet 30 feet 20 feet 20 feet
Guest Parking Ratio	1 space per 10 units
Private Yard Landscaping	1 tree per private yard

While the area directly south and southwest of the site is zoned Single-family Residential (R1-8), the Villages at Pioneer Park propose a higher intensity residential land use that transitions with the lower intensity single-family residential by ensuring the housing product is single-story and the majority of units are detached. Additionally, this same product type is featured on the western corner of 83rd Avenue and Olive Avenue with the Bungalows on Olive. A General Plan Amendment and Rezoning case for this same housing type is also under staff review for the parcels directly north across Olive Avenue. The *Market Analysis* submitted by the applicant notes that there is a demand for diverse housing products within Peoria, and that demand for this particular product is so high that the few completed communities within the Valley have been at full capacity and operated with waiting lists within a year of opening.

PROPOSED SITE IMPROVEMENTS

The applicant has provided a number of illustrative renderings identifying the desired architectural theme for Villages at Pioneer Park as shown in Exhibit 8. The entry gates, walls, and monumentation are expected to utilize an agrarian material palette that evokes an “Agritopia” architecture, as well as echoing the wagon wheel art in Pioneer Park with several wagon wheel themed elements at community entrances. The proposed architectural style of the community is Arizona Ranch with architectural detailing such as masonry, plank shutters, corbels, and gable end detailing. To carry the agrarian theme, white picket fencing for view fencing, and as an accent to the perimeter wall, is proposed.

Parking has been designed to comply with the City's standard requirement for multi-family developments. To facilitate internal pedestrian circulation, the community will feature internal sidewalks linking all parts of the community, as well as a detached and meandering 5-foot decomposed granite path along 83rd Avenue. To protect pedestrians, calming measures such as stamped concrete or speed tables will be employed at key pedestrian crossings.

AMENITIES AND OPEN SPACE

The Villages at Pioneer Park PAD Standards and Guidelines Report notes that the required 150 square feet of open space per bedroom will be met. Additionally the applicant is proposing 200 square feet of private rear yard space for each unit. As outlined in the Peoria Design Review Manual the minimum open space for the project is 87,150 square feet; going above the minimum in the Design Review Manual, the PAD notes a minimum of 90,000 square feet of open space to be required for the site. The PAD also affirms the requirement within the Peoria Zoning Ordinance that 20% of the net site shall be landscaped.

The primary amenity area is centrally located within the community and features the community center, a gym, the pool and spa area, an outdoor dining space, and an open space area geared towards lawn games or other activities. This central amenity area is linked with other areas of the development by an open space corridor leading to the north of the site, and also to the west of the site as shown in Exhibit 7. Additional amenities include several proposed garden plots throughout the community, a dog park, an outdoor yoga space, and several ramadas.

The applicant has also proposed an enhanced pedestrian entrance to the community at the corner of 83rd and Olive Avenue, with wagon wheel theming elements, a trellis to match the proposed white picket fencing, and shade trees. Similar to the enhanced entrance at the northeastern corner of the site, the applicant has also proposed an enhanced pedestrian connection at the southeastern corner of the site to coincide with the z-crossing for Pioneer Park. Staff believes the level of amenities is appropriate given the size of the community.

TRAFFIC / INTERNAL CIRCULATION

Both 83rd Avenue and Olive Avenue are identified as arterial roadways, and are maintained by the City of Peoria. Additionally access for the site is proposed from 85th Avenue, which is designated as local roadway. The project is required to complete improvements along 85th Avenue, 83rd Avenue, and Olive Avenue along the site's frontages. Half-street improvements will be required along all of the site's frontages. Given the high volume of traffic along Olive Avenue, the development shall design a traffic signal at 85th Avenue and Olive Avenue to accommodate residents of the community, and advance capacity of the roadway network in this area. The traffic signal will benefit residents of the surrounding subdivisions of Westgreen Estates and Pioneer Village, located south of Olive Avenue, and the subdivisions of Fairmont and Cedarbrook that are located on the north side of Olive. Traffic Division staff has reviewed the access requirements into the community, and has proposed conditions of approval for off-site traffic improvement to eliminate the potential for interlocking turning movements from occurring.

WATER / SEWER

Water and sewer facilities exist adjacent to the site and have available capacity to serve the property.

PUBLIC SAFETY

There are no anticipated impacts to public safety due to this proposal.

COMMUNITY INVOLVEMENT

Public Noticing

The application was properly noticed pursuant to Section 21-315 of the Peoria Zoning Ordinance, which includes notification to all property owners within 600 feet of the site and registered HOAs within one (1) mile, posting of a sign on the site, and placing an ad in the Peoria Times at least 15 days prior to the Public Hearing.

Outreach Efforts

As a requirement of the rezoning application processes, the applicant conducted a neighborhood meeting and provided a Citizen Participation Report detailing the results of the meeting. The applicant notified all property owners within a 600-foot radius of the site, all registered Homeowners' Associations within one (1) mile, adjacent jurisdictions, and affected school districts for the required neighborhood meeting.

A neighborhood meeting was held on January 30, 2019, at the Peoria Community Center (Exhibit 10). Two (2) property owners attended, along with the council assistant and city staff. At the meeting, the development team presented the details of the project and answered resident's questions. General feedback from residents included a positive reception of the proposed multi-family community over the previously proposed Fry's Marketplace, and concern about off-site improvements along 85th Avenue. The applicant noted that a traffic light would be installed at 85th Avenue. To address concerns about privacy, the applicant highlighted that the proposed product will be single-story, and that each unit's rear yard would abut the southern property line.

Support / Opposition

At the time of this writing, Staff has not received any support or opposition to this proposal.

KEY FINDINGS

1. The proposed PAD zone is in conformance with the goals and objectives set forth in the City of Peoria General Plan;
2. This rezoning request and specific design standards will result in a development that acts as a transition with the surrounding single-family residential character of the area while addressing a need for workforce housing;
3. The proposal has met the open space requirements for multi-family, and the minimum number of community amenities; and
4. The applicant/owner has submitted a signed and notarized a Proposition 207 waiver, which will be recorded with the conditions outlined in Exhibit 1.

SCHOOL DISTRICT INFORMATION

This property is within the Peoria Unified School District (PUSD) boundary. PUSD has participated in the review of this project and has been in communication with the applicant regarding the proposal and school facilities in the area. Reportedly, the applicant is completing a development agreement with the School District.

PROPOSITION 207

The voters of Arizona approved Proposition 207, which among other things requires municipalities to compensate property owners for actions which have the effect of diminishing the value of property. The City Attorney's Office has drafted an agreement which waives the applicant's rights to future Proposition 207 claims against the City. Accordingly, the applicant has furnished a signed and notarized Proposition 207 Waiver.

RECOMMENDATION

Staff recommends that the Planning and Zoning Commission take the following action:

- 1) **Recommend approval of General Plan Amendment Case GPA18-07 to the City Council; and**
- 2) **Recommend approval of Rezoning Case Z18-13 to the City Council, subject to the attached conditions of approval in Exhibit 1.**

STAFF CONTACT

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Planner
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amanda.beck@peoriaaz.gov

Z18-13: Village at Pioneer Park

Southwest corner of Olive and 83rd Avenue



The amendment to the zoning district(s) for the above mentioned property is subject to the following Conditions of Approval in order to protect the public health, safety, welfare, and the City of Peoria:

1. The development shall substantially conform to the *Villages at Pioneer Park* Planned Area Development (PAD) Standards and Guidelines Report, and Project Narrative contained within the 9/19/19 Planning and Zoning Commission staff report, except as modified herein.
2. The Developer shall comply with all City of Peoria engineering design standards, policies and requirements at the time of development and final engineering submittal.
3. The Developer shall dedicate right-of-way (ROW) along the frontage of the project on the following streets:
 - a. 75' ROW on Olive Avenue within 500' of the 83rd Avenue intersection, then 65' for the remainder of the project frontage;
 - b. 75' ROW on 83rd Avenue within 500' of the Olive Avenue intersection, then 65' for the remainder of the project frontage; and
 - c. 30' ROW on 85th Avenue.
4. The Developer shall be responsible for the following traffic improvements, unless otherwise approved by the City Engineer:
 - a. Design of the traffic signal at 85th Avenue and Olive Avenue. The Developer shall contribute \$250,000 toward the construction of the traffic signal. This payment shall be made prior to the issuance of any permits. The traffic signal construction plans shall be submitted with the civil improvement plans for the development.
 - b. An eastbound to southbound right turn lane at 83rd Avenue/Olive Avenue will be required with the offsite improvements associated with the project. There will be traffic signal modifications at the intersection to construct the right turn lane. This will be required with the first phase of the development. The deceleration storage and taper lengths shall match those of the southbound approach.
 - c. Right turn deceleration lanes shall be constructed at all site driveways on Olive Ave and 83rd Avenue. Minimum deceleration lane length is 100' storage and 150' taper.
 - d. The Developer shall modify the median on 83rd Ave to allow for left in access, with a minimum left turn lane length of 100' storage and 150' taper.

- e. The Developer shall modify the median bullnoses on 83rd Avenue at the development driveway to eliminate negative offsets for opposing left turn movements.
 - f. The Developer shall construct the half-street for 85th Avenue along the frontage of the project within the first phase of the development. This shall include pavement, curb, gutter, sidewalk and streetlights.
5. The Developer shall provide an Agreement to Install Improvement for the public improvements required for the development with an accompanying financial assurance for site improvements in accordance with the City's requirements.

GPA18-07 & Z18-13 Village at Pioneer Park

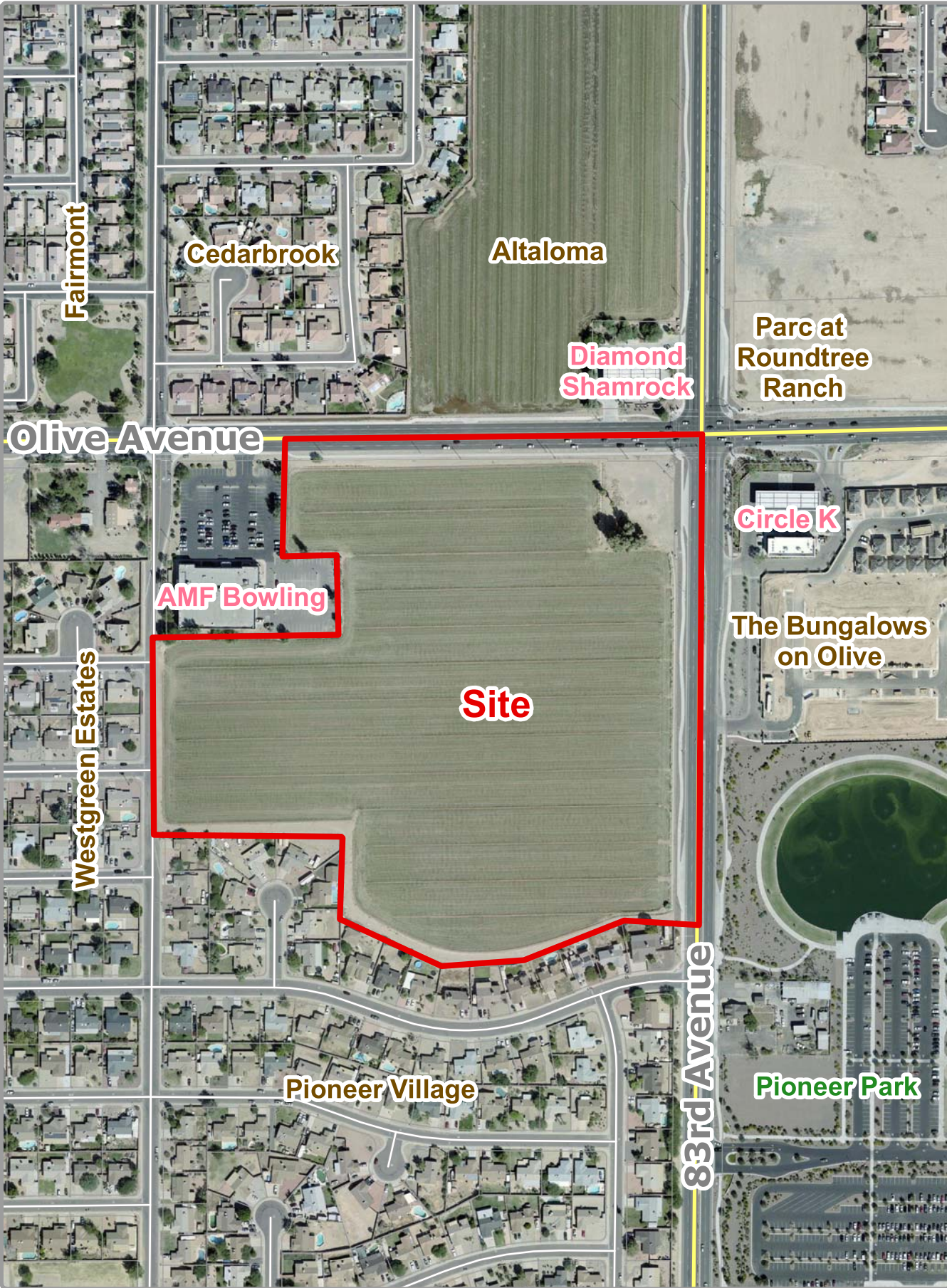
Southwest Corner of Olive and 83rd Avenue



Exhibit 2 | Vicinity Map

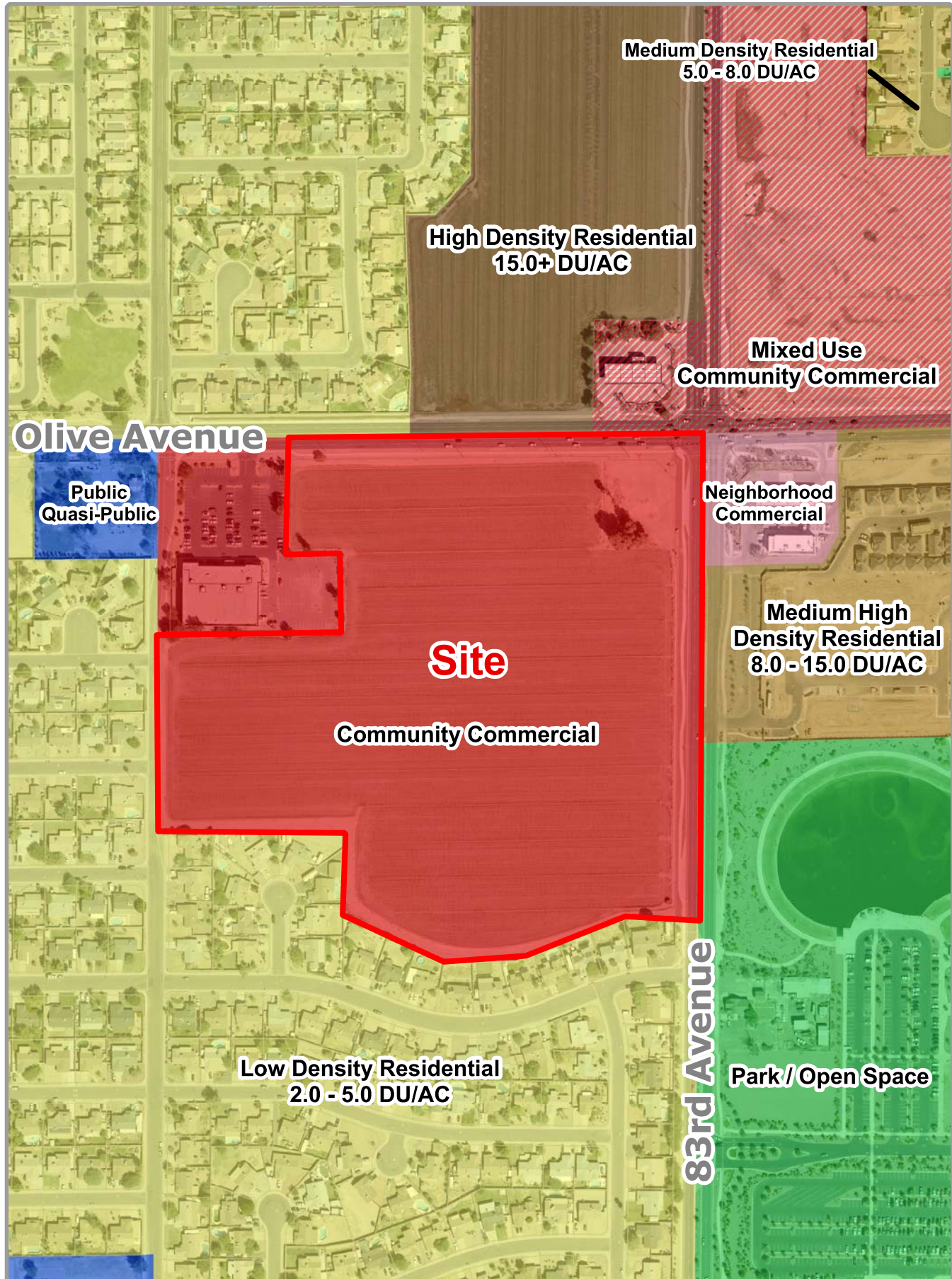
GPA18-07 & Z18-13 Village at Pioneer Park

Southwest Corner of Olive and 83rd Avenue



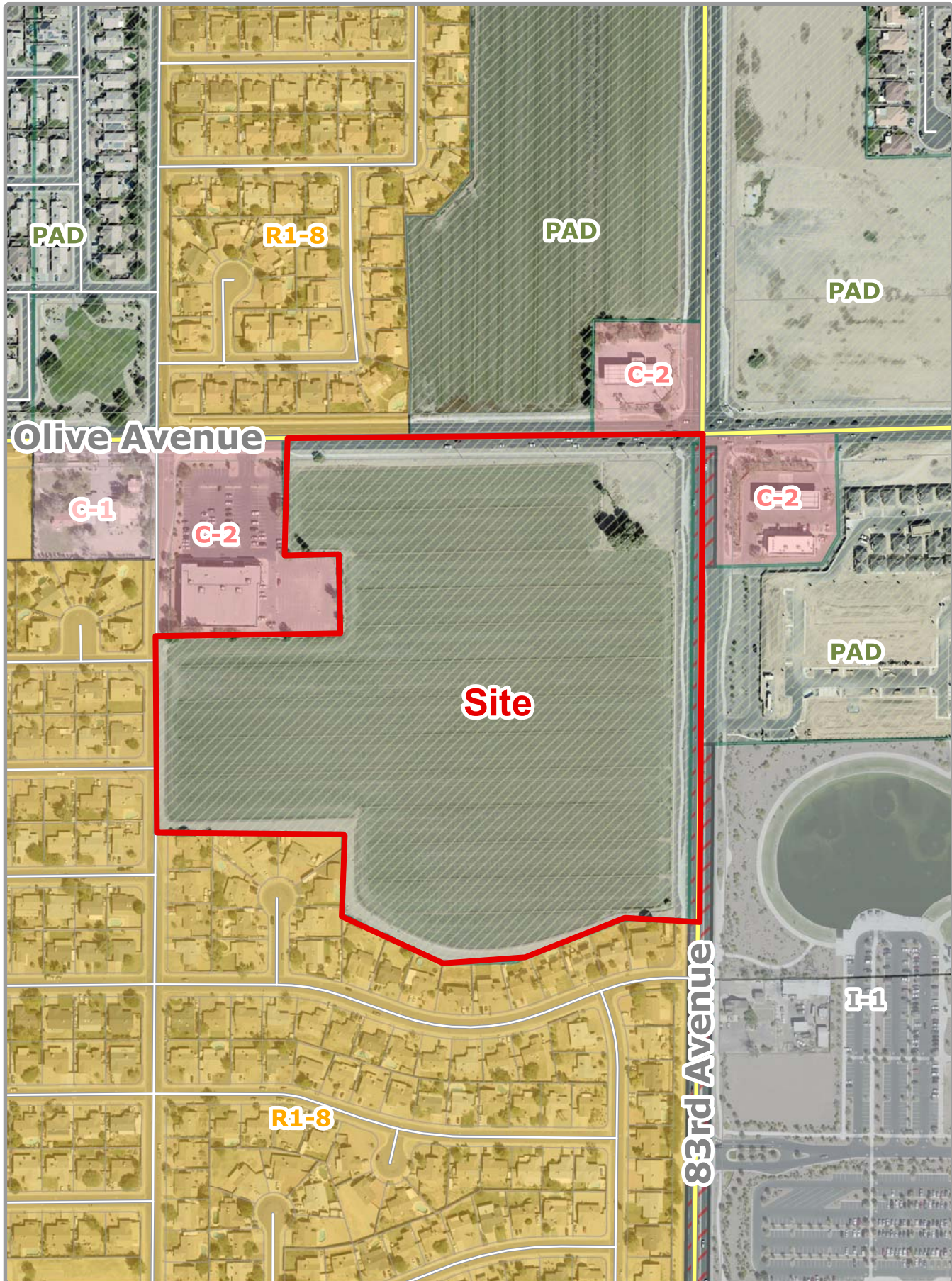
GPA18-07 & Z18-13 Village at Pioneer Park

Southwest Corner of Olive and 83rd Avenue



GPA18-07 & Z18-13 Village at Pioneer Park

Southwest Corner of Olive and 83rd Avenue



**Planned Area Development
Standards and Guidelines Report**

for

***Village at
Pioneer Park***

**Southwest Corner of
83rd Avenue and Olive Avenue**

by:

Empire Group

Case No.: Z18-13

Original Submittal: November 1, 2018

2nd Submittal: April 1, 2019

3rd Submittal: July 8, 2019

4th Submittal: September 3, 2019

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2	Aerial Map
3	Existing Zoning Map
4	Proposed Zoning Map
5	Legal Description
6	Conceptual Land Use Plan
7	Conceptual Landscape Plan
8	Conceptual Amenities Plan
9	Thematic Concept Plan

Development Team

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Empire Group
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Scottsdale, AZ 85250
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Fax: (480) 951-3023

Civil Engineer:

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Attn: David Soltysik
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Phone: (602) 297-8732

Landscape:

McGough Adamson
Attn: Nick Adamson
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Mesa, Arizona 85203
Phone: (602) 997-9093
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Architect:

Felten Group, Inc.
Attn: Jaime Gomez
18325 N. Allied Way, Suite 200
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Phone: (602) 867-2500

Zoning & Entitlements:

Burch & Cracchiolo, P.A.
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702 E. Osborn Rd., Suite 200
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Phone: (602) 234-9903

Village at Pioneer Park

I. INTRODUCTION

Empire Group (“Empire”) has a reputation for developing high quality and successful single story, predominantly detached, rental casitas around the Valley. Building on their experiences, Empire is the proposed developer of approximately 30.21+/- gross acres (26.49+/- net) located at the southwest corner of 83rd Avenue and Olive Avenue (the “Site”). A Vicinity Map and Aerial Map are attached as **Exhibits 1 and 2**, respectively. Empire is developing this challenging, vacant and underutilized infill Site with a unique, innovative, and high-quality, residential community known as “Village at Pioneer Park.” Village at Pioneer Park will contain an approximately 332-unit, one-story, predominately detached residential development that will be an attractive presence in the area and provide an appropriate transition between the existing single family residential south and west of the Site to the existing commercial proximate to the northwest corner of the Site.

This PAD will rezone the property from Olive Crossroads PAD (Commercial) to Village at Pioneer Park PAD (Multifamily). An Existing Zoning Map and Proposed Zoning Map are provided as **Exhibits 3 and 4**, respectively.

II. LEGAL DESCRIPTION

A legal description of the Site is attached as **Exhibit 5**.

III. CONCEPTUAL DEVELOPMENT PLAN

Empire’s proposed development plans for an upscale, unique, medium-high density community is an appropriate land use on this vacant and underutilized infill Site because it provides an appropriate transition from the existing single family homes south and west of the site to the existing commercial use northwest of the Site. The development will be highly amenitized with a resort style pool and spa area, community / fitness center, dog park, outdoor gaming areas, community & individual garden plots, green belts & open turf areas. An Amenities Plan is provided at **Exhibit 8**. The resort style pool will incorporate features such as paver decking, water fountain or similar feature that matches the community theme monuments, and underwater seating.

Village at Pioneer Park is a gated community that will consist of approximately 332 residences at a density of approximately 11.0 du/ac. The residences are a mix of one, two, and three bedrooms, with most of the residences being detached and the one-bedroom residences being attached in a two-units under one roof layout. Villages at Pioneer Park includes mostly 2 bedroom units with the remainder of the units consisting of 1 and 3 bedroom units.

IV. USES

Permitted Principal Uses:

- One-story multifamily dwelling units.

Conditionally Permitted Uses:

- No conditionally permitted uses shall be permitted within this development.

Accessory Uses:

- In accordance with permitted accessory uses within the Multifamily Residential (RM-1) Zoning District, including but not limited to detached garages, storage units, leasing office, community center and pool, parking canopies, pavilions, community barbeques and pools, ramadas, and dog park.

V. DEVELOPMENT STANDARDS

Unless otherwise modified within this PAD, all standards shall comply with those for a multifamily development within the RM-1 Zoning District as identified within the City of Peoria Zoning Ordinance and the City of Peoria Design Review Manual. Given the unique nature of Village at Pioneer Park, the following development standards are applicable to this multifamily development:

Regulation	Proposed Development Standard
Lot Standards	
Max. Lot Coverage (by all structures)	50%
Min. Lot Width	n/a
Maximum Density (du/ac.)	12
Open Space	
Min. Landscape Area	20% of net area
Min. Common Usable Open Space	90,000 SF
Min. Private Yard Space per Unit	200 sq. ft. (exclusive of common open space)
Building Standards	
Max. Height (ft.)	25 ft./1 story
Min. Building Setbacks ¹	
83 rd Avenue	25 ft.
Olive Avenue	30 ft.
85 th Avenue	20 ft.
All other Perimeter Setbacks, including adjacent to Single Family	20 ft.
Min. Buildings Separation	6 ft.
Parking Requirements	
Guest Parking	1 per 10 units
Parking Stall Sizes	
Standard Stall	9 ft. x 20 ft.
Handicap Stall	16 ft. x 20 ft.

1. Buildings shall be staggered along 83rd Avenue and Olive Avenue frontages.

VI. LANDSCAPE STANDARDS

Unless modified by the below table, all landscaping within Village at Pioneer Park shall conform to Sections 21-815 to 21-822 of the City of Peoria Zoning Ordinance:

Regulation	Proposed Landscape Standard
Street Frontage Landscaping	
Min. Street Frontage Landscape Width	
83 rd Avenue and Olive Avenue	15 ft.
85 th Avenue	15 ft. from property line to privacy fence
Landscape Buffers	
All Perimeter Setbacks	No landscape buffers required. A minimum rear yard depth of 20 feet is provided in lieu of a landscape buffer.
On-Site Landscape Areas	
Trees	
- Private Backyards	- 1 tree per backyard
- Common Landscape Area ¹	- 1 tree per 800 sq. ft.

1. Areas within private backyards are not included within the Common Landscape Area calculations, but shall be maintained in accordance with the above specifications.

VII. USEABLE OPEN SPACE

Open space requirements for multi-family residential developments are driven by the lack of private usable space typically associated with standard two and three-story multi-family communities. Village at Pioneer Park will contain a minimum of 90,000 square feet of common usable open space. The common usable open space shall occur in convenient locations throughout the Site for residents to use and enjoy. Pedestrian paths shall be prominent throughout the Site, with strong north/south and east/west paths connecting the interior amenities and exterior walking and biking connections to nearby commercial businesses and Pioneer Park. Pedestrian walkways shall be provided adjacent to and incorporated with all vehicular points of access.

Private open spaces are located within the rear yards of the residences for personal use and enjoyment, which is more typical of a single-family development than a traditional multifamily community.

VIII. DESIGN PRINCIPLES AND GUIDELINES

Village at Pioneer Park shall conform to Chapter 4: Multi-Family Residential of the City's Design Principles and Guidelines (the "Design Guidelines"), except as modified herein. The following deviations from the Design Guidelines are permitted:

- Private balconies are not required for Village at Pioneer Park. Private open space areas shall be in accordance with the minimums identified in the Development Standards Section of this document.

- Perimeter walls along 85th Avenue are not required to be staggered and/or undulate.

Village at Pioneer Park - Architectural Guidelines:

The Village at Pioneer Park's architectural theme is Arizona Ranch. This theme features cohesive and complementary design elements that represent our Arizona rural/agrarian heritage. Three distinct color schemes will be used within the community to add diversity and assist in wayfinding. Exterior colors and materials are specific to each of the color schemes.

The one-story residences will range in square footage between approximately 671 sq. ft. and 1,282 sq. ft. The residences will have pitched roof and a variety of different architectural features, such as decorative corbels, decorative shutters, masonry and veneer siding and sand finish stucco. Distinct roof tile color, stucco finish & color, and masonry materials are unique to each color scheme and still consistent with the rural/agrarian theme. Each structure will feature 4-sided architectural detailing including but not limited to masonry, plank shutters, corbels, column detailing, and gable end detailing. The massing of the structures will be one-story with articulated facades, varying roof forms, plate heights and entry porch elements to create deep shadow lines. The roof forms themselves will be gables and Dutch gables which are typical of Arizona Ranch style architecture. Great care was taken to minimize window locations relative to adjacent structures and to better mitigate potential privacy concerns. Enhanced window trim details and porch column detailing is featured to reinforce the theme of the community.

IX. ENTRY DESIGN

The entries into Village at Pioneer Park is designed to create a sense of arrival as residents and guests will pass an appropriately designed monument sign and decorative screen wall. A Thematic Concept Plan is provided at **Exhibit 9**. Enhanced vehicular and pedestrian paving treatments shall be provided at both the 83rd Avenue and Olive Avenue entrances, while a landscaped center median shall be provided at the main entrance to the community on Olive Avenue. Additional features such as landscape planters, decorative entrance gates, landscaping, and accent lighting may be provided to further enhance the entry.

Further, there are two pedestrian access points to/from the intersection of 83rd Avenue and Olive Avenue (northeast corner of the Site) and 83rd Avenue (southeast corner of the Site). A corner treatment will be provided at the northeast corner of the Site that will incorporate appropriately scaled signage, pedestrian walkways, landscaping, shade opportunities (structures and/or trees), and other features providing a compatible theme with Pioneer Park. The pedestrian access point to/from 83rd Avenue at the southeast corner of the Site will include a tree lined walkway with theme columns.

X. SIGNAGE STANDARDS

All signage shall comply with Sections 21-827 through 21-838 of the City of Peoria Zoning Ordinance.

XI. INFRASTRUCTURE/UTILITIES

A. Grading/Drainage/Retention

The existing site is currently devoid of structures or significant physical improvements and is being actively farmed via an irrigation ditch along 83rd Avenue. FEMA has designated the property as Zone X on Flood Insurance Rate Map panel # 04013C1705L dated October 16, 2013 meaning the area is determined to be outside the 500-year flood plain. There is little topographic

relief to the property and storm run-off generally leaves the existing site as overland flow to the West. The Site shall comply with all City of Peoria Engineering requirements.

B. Water

The City owns and operates public water mains adjacent to the Site at 83rd Avenue and Olive Avenue. The Village at Pioneer Park will be served by connecting to the existing infrastructure.

C. Wastewater

The City owns and operates public wastewater systems adjacent to the Site at 83rd Avenue and Olive Avenue. The Villages at Pioneer Park will be served by connecting to the existing infrastructure.

D. Electric Power/Natural Gas/Telephone Service/Solid Waste

Supporting dry utilities exist adjacent to the proposed development. The site is reported to be served by the following dry utility providers:

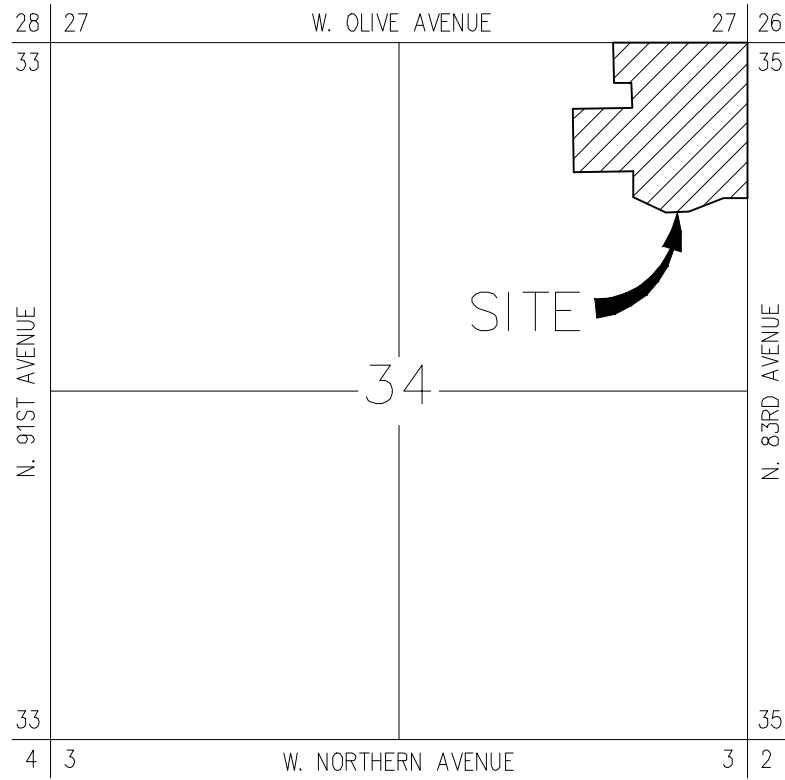
Electric: Salt River Project (SRP)

Telecom: CenturyLink

Natural Gas: Southwest Gas

Solid Waste: City of Peoria

Exhibit 1



VICINITY MAP

N.T.S.



The Empire Group
6617 North Scottsdale Road,
Suite 101
Scottsdale, Arizona 85250
Phone: (480) 951-2207
Fax: (480) 951-3023
www.theempiregroupplc.com

EXHIBIT 1: VICINITY MAP VILLAGE AT PIONEER PARK PEORIA, ARIZONA

JOB #	3-002
DATE	JUNE 2016
SCALE	N.T.S.
SHT	1 OF 1

Exhibit 2

N-88th-Ave

W-S

W-Bridget-Ave

Exhibit 3

W-Sanna-St

FAIRMONT
PAD

Olive Ave

Exhibit 4

W-Sanna-St

FAIRMONT
PAD

Olive Ave

Exhibit 5

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

That part of the East half of the Northeast quarter of Section 34, Township 3 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the Northwest corner of the PIONEER VILLAGE III, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 267 of Maps, page 48;

THENCE North 00 degrees 16 minutes 00 seconds West along the West line of the said East half of the Northeast quarter, Section 34, a distance of 479.13 feet to the intersection of the said West line of the East half of the Northeast quarter, Section 34 with the Westerly prolongation of the South line of Parcel described as Recording No. 87-430563, records of Maricopa County, Arizona;

THENCE North 88 degrees 53 minutes 00 seconds East 445.24 feet (North 88 degrees 54 minutes 11 seconds East 445.23 feet record) to the Southeast corner of the above referenced Parcel;

THENCE North 01 degrees 07 minutes 00 seconds West (North 01 degrees 05 minutes 49 seconds West record) 190.00 feet to a corner of said Parcel;

THENCE South 88 degrees 53 minutes 00 seconds West (South 88 degrees 54 minutes 11 seconds West record) 130.00 feet to a corner of said Parcel;

THENCE North 01 degrees 07 minutes 00 seconds West (North 01 degrees 07 minutes 00 seconds West record) 285.00 feet to the intersection of the North line of the said East half of the Northeast quarter, Section 34 with the Northerly prolongation of the East line of said Parcel, this point bearing North 88 degrees 53 minutes 00 seconds East 308.19 feet from the Northwest corner of the said East half of the Northeast quarter, Section 34;

THENCE North 88 degrees 53 minutes 00 seconds East 1011.99 feet to the Northeast corner of the said East half of the Northeast quarter, Section 34;

THENCE South 00 degrees 00 minutes 13 seconds West along the East line of the said East half of the Northeast quarter, Section 34 a distance of 1177.49 feet to the Northeast corner of the said PIONEER VILLAGE III;

THENCE along the North line of the said PIONEER VILLAGE III as follows:

North 89 degrees 52 minutes 47 seconds West 180.00 feet;

THENCE South 68 degrees 05 minutes 53 seconds West 280.00 feet;

THENCE South 88 degrees 05 minutes 38 seconds West 175.27 feet;

THENCE North 64 degrees 55 minutes 14 seconds West 270.00 feet;

THENCE North 00 degrees 16 minutes 00 seconds West 195.53 feet;

THENCE South 89 degrees 44 minutes 00 seconds West 455.00 feet to the POINT OF BEGINNING;

EXHIBIT A
(Continued)

EXCEPT the South 22.00 feet of the North 55 feet thereof, as conveyed to the City of Peoria for roadway Quit Claim Deed recorded as Recording No. 87-430562.

Exhibit 6

AMENITIES:

MAJOR:

- SWIMMING POOL AND SPA AREA
- RESIDENT COMMUNITY CENTER (FITNESS, LOUNGE, ETC).

MINOR:

- COMMUNITY GARDEN AND INDIVIDUAL GARDEN PLOTS
- ENCLOSED DOG PARK
- OUTDOOR BBQ/DINING AREA
- FIRE PIT
- MULTI-PURPOSE/YOGA SPACE
- GAMING AREA
- SMALL GATHERING AREAS (MIN. OF 7)
- OPEN TURF/ACTIVE REC. AREAS

NORTH 85TH AVENUE

(OUT PARCEL)

PROPERTY LINE (TYP.)

6' HT. CMU WALL (TYP.)
(ADJACENT TO COMMERCIAL)

20' BLD. SETBACK (TYP.)



NORTH 85TH AVENUE

(OUT PARCEL)

PROPERTY LINE (TYP.)

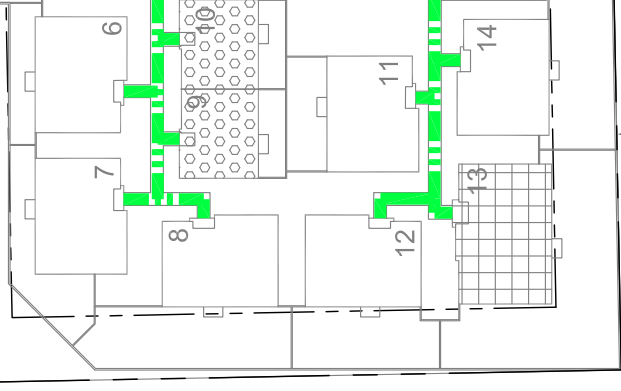


Exhibit 7

NORTH 85TH AVENUE



(OUT PARCEL)

6' HT. CMU WALL (TYP.)
(ADJACENT TO COMMERCIAL)

20' BLD. SETBACK (TYP.)

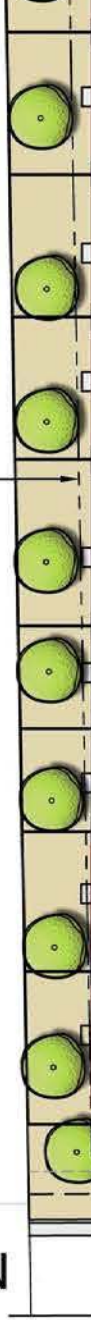


Exhibit 8

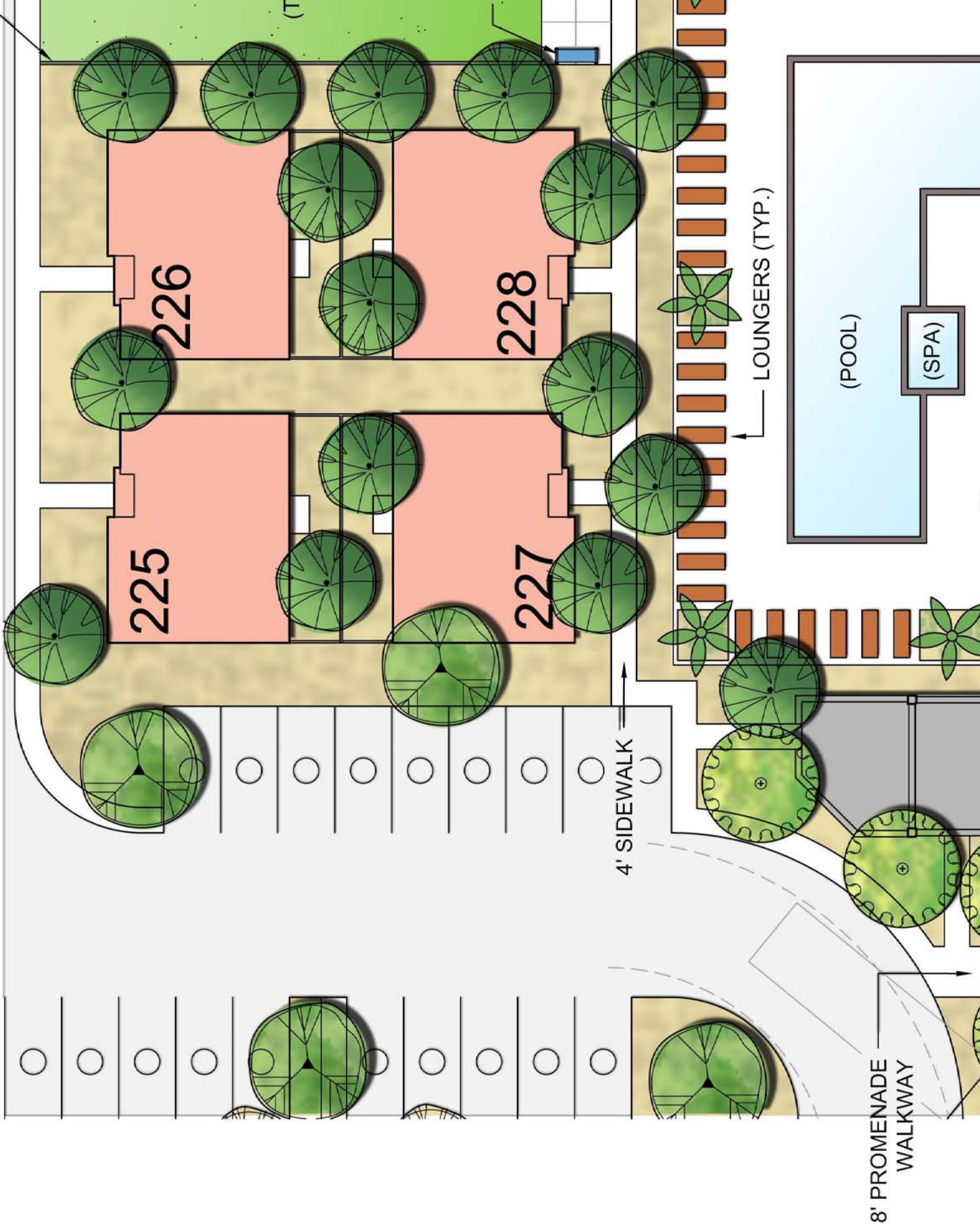


Exhibit 9

OLIVE AVE.

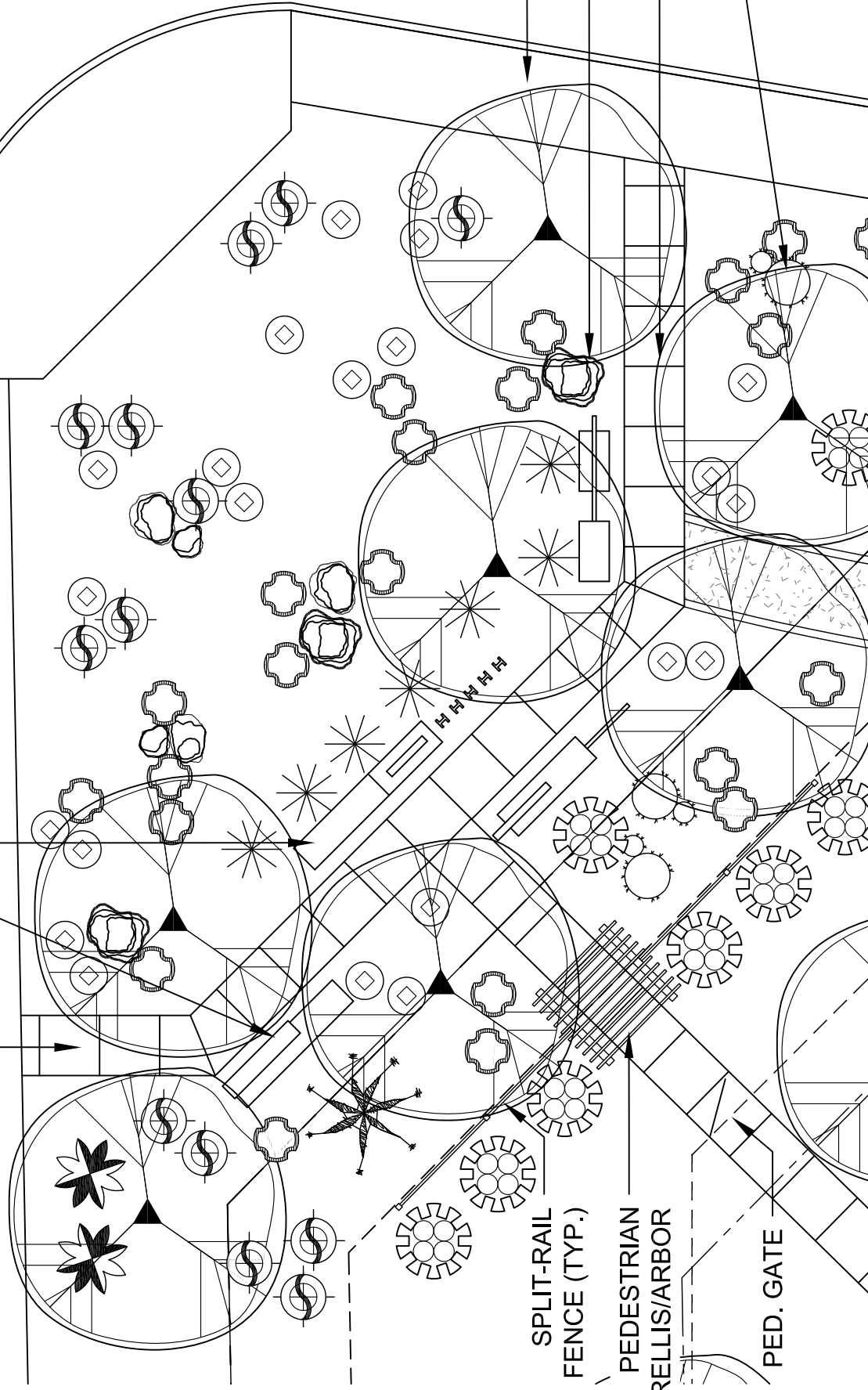


6' CONCRETE SIDEWALK (TYP.)

CORNER MONUMENT/FEATURE (TYP.)

SIDEWALK CONNECTION

A.D.A. RAMP (TYP.)



6' CON

BOULD

SIDEW

SAGUA

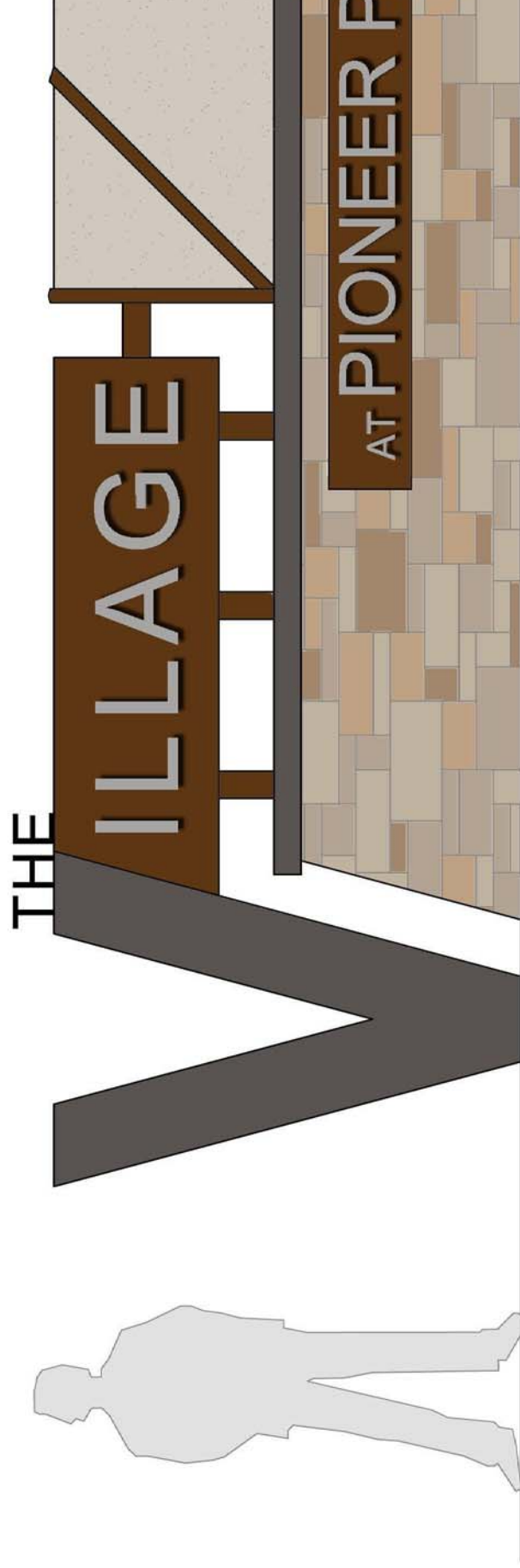
VE.

SPLIT-RAIL
FENCE (TYP.)

PEDESTRIAN
TRELLIS/ARBOR

PED. GATE





SIGN MONUMENT ELEVATION

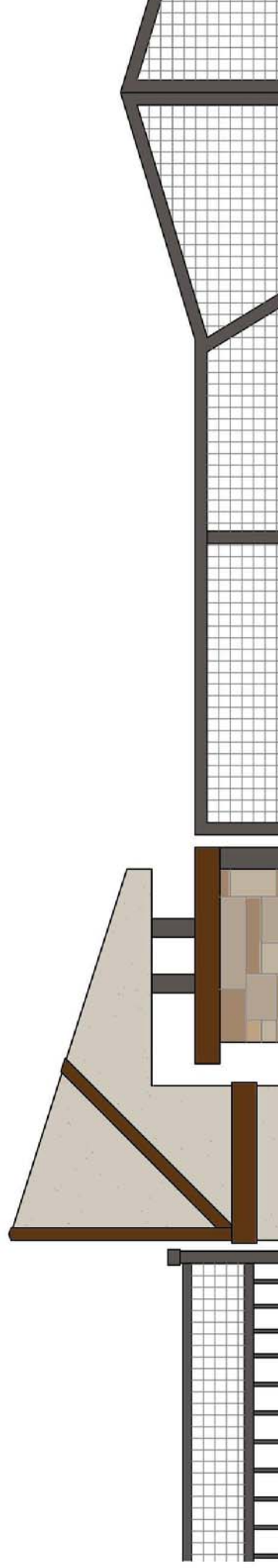


Exhibit 10

AMENITIES:

MAJOR:

- SWIMMING POOL AND SPA AREA
- RESIDENT COMMUNITY CENTER (FITNESS, LOUNGE, ETC).

MINOR:

- COMMUNITY GARDEN AND INDIVIDUAL GARDEN PLOTS
- ENCLOSED DOG PARK
- OUTDOOR BBQ/DINING AREA
- FIRE PIT
- MULTI-PURPOSE/YOGA SPACE
- GAMING AREA
- SMALL GATHERING AREAS (MIN. OF 7)
- OPEN TURF/ACTIVE REC. AREAS

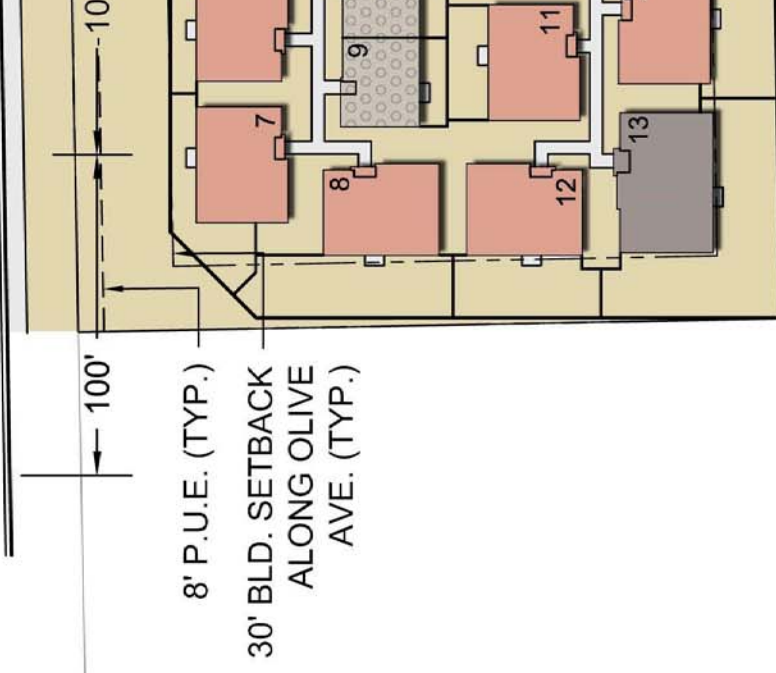
NORTH 85TH AVENUE

(OUT PARCEL)

PROPERTY LINE (TYP.)

6' HT. CMU WALL (TYP.)
(ADJACENT TO COMMERCIAL)

20' BLD. SETBACK (TYP.)





GPA18-07 and Z18-13 Villages at Pioneer Park

Exhibit 9 | GPA Justification

GPA NARRATIVE AND JUSTIFICATION FOR REQUEST

1. Provide a brief description and reason for the requested change. Provide supporting data.

The 26.49+/- net acre Site is located at the southwest corner of 83rd Avenue and Olive Avenue. The Site is designated as Community Commercial on the City's General Plan Land Use Map. The Site was changed from Multifamily to Commercial a couple years ago in an effort to allow the development of a 150,000 SF Fry's Marketplace Store and other commercial uses. However, Fry's is no longer acquiring the Site, there is currently no market demand from commercial users, and this infill site has failed to develop and has sat vacant for quite some time. The commercial demand in the area is located along the Loop 101 corridor and Old Town Peoria. There is some demand for a smaller commercial use on the Site, which is why reserving approximately 2.01+/- acres of the total 26.49+/- acres at the northeast corner of the Site is appropriate. Further, the Site is located adjacent to single story, single family homes, which makes a transitional land use on the remaining 24.48+/- acres of the Site, such as single story multifamily, a more appropriate land use given the surrounding land use patterns and will provide additional residential homes proximate to the 83-acre Pioneer Park and Old Town Peoria located a little north of the Site. Developing this corner of 83rd Avenue and Olive Avenue will provide additional "rooftops" to support the redevelopment of Old Town Peoria.

A Minor General Plan Amendment to allow the Site to develop with high quality, highly amenitized, one-story multifamily community and a commercial area at the northeast corner of the Site is an appropriate transitional land use for the Site. The development of single level rental casitas, known as Village at Pioneer Park, on the Site is a viable and sustainable solution on this challenging infill Site.

2. If map amendment, indicate the existing the proposed General Plan Land Use designation(s).

Existing land use designation – Community Commercial

Proposed land use designation – Medium/High Density Residential (8-15 du/ac) and Community Commercial.

3. In what way does the existing plan inadequately provide suitable alternatives for this request?

The current 26.49+/- acre vacant site is too large for current commercial market demand, which is why it is still vacant with very little interest from commercial users. The 150,000 SF Fry's Marketplace was a viable use for the property and would have likely attracted other commercial users to develop on the Site; however, without a large commercial anchor, the Site will remain vacant with only interest from small commercial users near the northeast corner of the Site visible from the intersection. Fry's is not developing their very large 150,000 SF store on this Site and there are very few Fry's-like grocery stores in the market place and even fewer of those users (if any) are developing stores in the 150,000 SF range, certainly not in this submarket in south Peoria located a ways east of the Loop 101. Thus, the best use for this Site is a transitional land use designation such as Medium/High Density Residential with a Commercial designation remaining at the northeast corner of the Site. The proposed Minor GPA will provide a sustainable solution on the Site and, consistent with good planning principles, provide a transition from more intense uses (commercial) to less intense uses (single-family residential).

4. How will this amendment affect property values and neighborhood stability? Provide supporting data and/or case studies.

The Minor GPA will have a positive impact on the surrounding area. A unique, high-quality, high-density residential development will complete the development within this area, providing additional support to the existing and future commercial and employment uses within the surrounding area, and provide pedestrian connectivity to Pioneer Park.

5. How will this amendment contribute to compatible neighborhood patterns? Provide supporting data.

As has been discussed above, good planning principles allow for a transition between uses, typically with more intense uses adjacent to arterials streets transitioning to less intense uses. With commercial located at the northeast corner of the Site (83rd Ave. and Olive Ave. intersection), medium-high density residential use on the remaining portion of the Site, and existing single family homes located west and south of the Site, the proposed land use transition is appropriate.

6. How will this amendment contribute to an increased tax base, economic development, and employment opportunities? Provide supporting data.

- Plan review, permit and impact fees
- Construction jobs
- “Sticks and bricks” sales tax
- Increased population to support area businesses and the redevelopment of Old Town
- Increased property values
- Increased population numbers

7. How will this amendment contribute to the City’s goals of achieving balanced housing, shopping, employment, and recreational opportunities?

The proposed amendment will allow the Site to develop as a single-story, predominately detached, rental casita community and commercial uses – a horizontal mixed-use concept. A high-quality, higher density multifamily development will provide additional support to the numerous shopping and employment opportunities in the area and support the redevelopment of Old Town.

8. How will this amendment affect existing infrastructure of the area, specifically, the water, wastewater, and street system?

The proposed amendment will not provide any meaningful impact on the existing infrastructure within the area.

9. How will this amendment affect the ability of the school district to accommodate children? Indicate the specific schools to be attended and provide attendance and other data reflecting impacts to the specified schools, and district comments.

Cotton Bol Elementary School
8540 W. Butler Dr.
Peoria, AZ 85345
Enrollment per PUSD = 890+/-

Raymond S. Kellis High School
8990 W. Orangewood Avenue
Glendale, AZ 85305
Enrollment per PUSD – 1,893+/-

As the area develops with residential developments in the coming years, the District will continue to balance the enrollment and each school by shifting the boundaries to be able to accommodate enrollment of all school age children in the Peoria school system. Based on similar developments throughout the Greater Phoenix area, these rental casita communities have traditionally attracted singles, young couples, and seniors, with a very limited number of school aged children. Empire anticipates about 2 children for every 10 residences. On this development, that equals approximately 59 children. Given these numbers, Empire anticipates having no negative impact on the School District. Further, Empire has engaged in discussions with Mike Maas with PUSD on this development.

10. Specifically, what Elements, Goals, Objectives, and Policies of the General Plan will be affected?

Land Use Element - Goal 1: Provide a balance of land uses that will preserve and enhance neighborhoods, promote economic development, and encourage redevelopment at appropriate locations.

Objective 1.A: Manage and control development to facilitate orderly growth and an efficient urban form.

Policy 1.A.1: Promote planned developments where resources and infrastructure are in place to facilitate orderly and efficient growth.

Residential Communities - Objective 1.M: Provide a diversity of housing types to meet the needs of persons of all income levels and ages.

Policy 1.M.1. Accommodate an adequate supply and mix of developable residential land to accommodate future housing needs.

Objective 1.N: Support healthy residential environments that provide for safe and convenient access, open space and recreational opportunities, access to public schools and services and protection from incompatible land uses.

Policy 1.N.1: Require adequate buffering to protect residential neighborhoods from intrusion by incompatible land uses.

Policy 1.O: Support well-designed, high-quality multifamily residential development in appropriate areas which maintains compatibility between adjacent developments.

Revitalization and Redevelopment Element – Goal 1: Create an attractive, vibrant and sustainable community within mature areas of the City.

Housing Element – Goal 1 – Provide for sufficient availability and a variety of opportunities for safe, quality and affordable housing.

Objective 1.A: Promote quality residential development through diversity in housing type.

Policy 1.A.2: Evaluate zoning incentives and regulations that encourage the development of diverse housing types including attached single-family units, townhomes, condominiums, multifamily units, smaller, affordable detached single-family units.

11. How will this amendment support the overall intent and/or constitute an overall improvement to the General Plan?

- Reactivate stalled development of vacant, infill Site
- Provide diverse housing choices in well-designed neighborhoods
- Provide abundant open space
- Provide additional support to the existing commercial and employment developments in the area and the redevelopment of Old Town
- Provide placemaking in this area of Peoria

Exhibit 5
Draft Ordinance

ORDINANCE NO 2019-27

AN ORDINANCE OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, REZONING SPECIFIED PROPERTY FROM PLANNED AREA DEVELOPMENT (PAD) TO THE VILLAGES AT PIONEER PARK PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT; AMENDING THE ZONING MAP AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS the City of Peoria Planning and Zoning Commission held a public hearing on September 19, 2019 in zoning case Z18-13 in the manner prescribed by law for the purpose of considering an amendment to the zoning district boundaries of property within the City of Peoria, Arizona, to provide for rezoning of a parcel of land as described below, from Planned Area Development (PAD) to the Villages at Pioneer Park Planned Area Development (PAD) zoning district, as provided in Section 21-317 of Chapter 21 of the Peoria City Code;

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance and manner provided by law including publication of such notice in the Peoria Times Newspaper on August 29, 2019; and

WHEREAS, the City of Peoria Planning and Zoning Commission has recommended to the Mayor and the Council of the City of Peoria, Arizona, the zoning of property as aforesaid and the Mayor and the Council of the City of Peoria, Arizona desires to accept such recommendation and rezone the property as described below as aforesaid.

NOW, THEREFORE BE IT ORDAINED by the Mayor and Council of the City of Peoria, Arizona that:

SECTION 1. Parcels of land in Peoria, Maricopa County, Arizona, which are more accurately described in Exhibits A and B, to this Ordinance are hereby rezoned from Planned Area Development (PAD) to the Villages at Pioneer Park Planned Area Development (PAD) zoning district.

SECTION 2. The amendment to the zoning herein provided is conditioned and subject to the following stipulations:

1. The development shall substantially conform to the *Villages at Pioneer Park* Planned Area Development (PAD) Standards and Guidelines Report, and Project Narrative contained within the 9/19/19 Planning and Zoning Commission staff report, except as modified herein.
2. The Developer shall comply with all City of Peoria engineering design standards,

policies and requirements at the time of development and final engineering submittal.

3. The Developer shall dedicate right-of-way (ROW) along the frontage of the project on the following streets:
 - a. 75' ROW on Olive Avenue within 500' of the 83rd Avenue intersection, then 65' for the remainder of the project frontage;
 - b. 75' ROW on 83rd Avenue within 500' of the Olive Avenue intersection, then 65' for the remainder of the project frontage; and
 - c. 30' ROW on 85th Avenue.
4. The Developer shall be responsible for the following traffic improvements, unless otherwise approved by the City Engineer:
 - a. Design of the traffic signal at 85th Avenue and Olive Avenue. The Developer shall contribute \$250,000 toward the construction of the traffic signal. This payment shall be made prior to the issuance of any permits. The traffic signal construction plans shall be submitted with the civil improvement plans for the development.
 - b. An eastbound to southbound right turn lane at 83rd Avenue/Olive Avenue will be required with the offsite improvements associated with the project. There will be traffic signal modifications at the intersection to construct the right turn lane. This will be required with the first phase of the development. The deceleration storage and taper lengths shall match those of the southbound approach.
 - c. Right turn deceleration lanes shall be constructed at all site driveways on Olive Ave and 83rd Avenue. Minimum deceleration lane length is 100' storage and 150' taper.
 - d. The Developer shall modify the median on 83rd Ave to allow for left in access, with a minimum left turn lane length of 100' storage and 150' taper.
 - e. The Developer shall modify the median bullnoses on 83rd Avenue at the development driveway to eliminate negative offsets for opposing left turn movements.
 - f. The Developer shall construct the half-street for 85th Avenue along the frontage of the project within the first phase of the development. This shall include pavement, curb, gutter, sidewalk and streetlights.
5. The Developer shall provide an Agreement to Install Improvement for the public improvements required for the development with an accompanying financial assurance for site improvements in accordance with the City's requirements.

SECTION 3. Amendment of Zoning Map. The City of Peoria zoning map is herewith amended to reflect the change in districts referred to in Section 1 above and as defined by the Legal Descriptions as represented in Exhibit A, and the corresponding parcel map as shown as Exhibit B.

SECTION 4: Effective Date. This Ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED by the Mayor and Council for the City of Peoria, Arizona this 15th day of October, 2019.

Cathy Carlat, Mayor

Date signed

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Vanessa P. Hickman, City Attorney

Published in: Peoria Times
Publication Date: October 24, 2019
Effective Date:

Exhibit A

Legal Description

That part of the East half of the Northeast quarter of Section 34, Township 3 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the Northwest corner of the Pioneer Village III, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 267 of Maps, page 48;

Thence North 00 degrees 16 minutes 00 seconds West along the West line of the said East half of the Northeast quarter, Section 34, a distance of 479.13 feet to the intersection of the said West line of the East half of the Northeast quarter, Section 34 with the Westerly prolongation of the South line of Parcel described in Recording No. 87-430563, records of Maricopa County, Arizona;

Thence North 88 degrees 53 minutes 00 seconds East 445.24 feet (North 88 degrees 54 minutes 11 seconds East 445.23 feet record) to the Southeast corner of the above referenced Parcel;

Thence North 01 degrees 07 minutes 00 seconds West (North 01 degrees 05 minutes 49 seconds West record) 190.00 feet to a corner of said Parcel;

Thence South 88 degrees 53 minutes 00 seconds West (South 88 degrees 54 minutes 11 seconds West record) 130.00 feet to a corner of said Parcel;

Thence North 01 degrees 07 minutes 00 seconds West (North 01 degrees 07 minutes 00 seconds West record) 285.00 feet to the intersection of the North line of the said East half of the Northeast quarter, Section 34 with the Northerly prolongation of the East line of said Parcel, this point bearing North 88 degrees 53 minutes 00 seconds East 308.19 feet from the Northwest corner of the said East half of the Northeast quarter, Section 34;

Thence North 88 degrees 53 minutes 00 seconds East 1011.99 feet to the Northeast corner of the said East half of the Northeast quarter, Section 34;

Thence South 00 degrees 00 minutes 13 seconds West along the East line of the said East half of the Northeast quarter, Section 34 a distance of 1177.49 feet to the Northeast corner of the said Pioneer Village III;

Thence along the North line of the said Pioneer Village III as follows:

North 89 degrees 52 minutes 47 seconds West 180.00 feet;

Thence South 68 degrees 05 minutes 53 seconds West 280.00 feet;

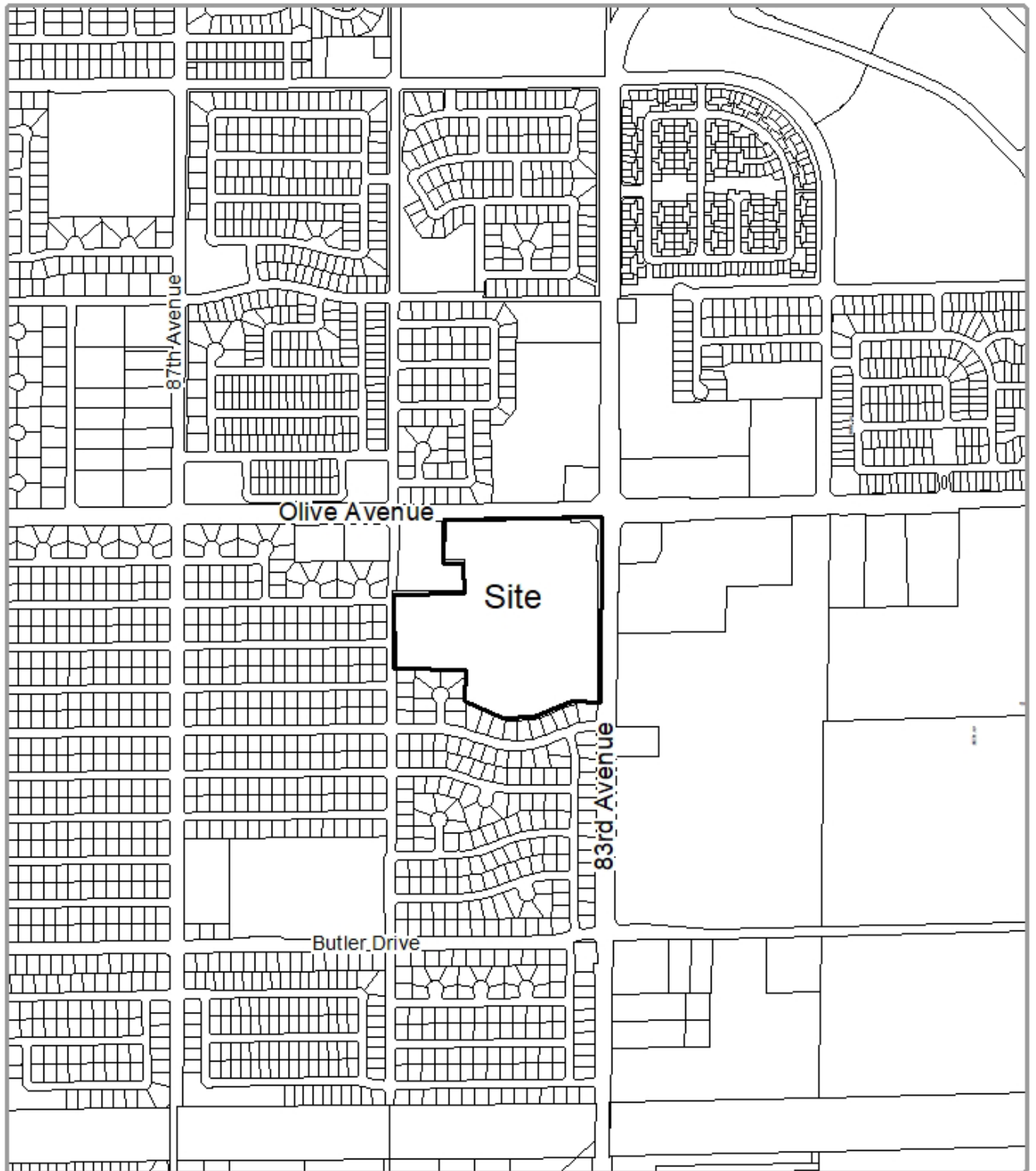
Thence South 88 degrees 05 minutes 38 seconds West 175.27 feet;

Thence North 64 degrees 55 minutes 14 seconds West 270.00 feet;

Thence North 00 degrees 16 minutes 00 seconds West 195.53 feet;

Thence South 89 degrees 44 minutes 00 seconds West 455.00 feet to the POINT OF
BEGINNING;

**Exhibit B
Parcel Map**



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 12.A.

Date Prepared: 10/3/2019

Council Meeting Date: 10/15/2019

TO: Honorable Mayor and City Council

FROM: Jeff Tyne, City Manager

SUBJECT: Business Licensing Automation

Summary:

A launch of new software in Finance delivers customer service improvements through automated business licensing, tracking and electronic downloads. The new system also allows for more efficient sales tax processing.

Contact Name and Number:

Sonia Andrews, (623) 773-5206