### **REVOCABLE LICENSE AGREEMENT**

This license agreement ("Agreement") is entered into this day of,  2013, between the City of Scottsdale, an Arizona municipal corporation ("City"), and, an Arizona corporation ("Licensee"). The City and the Licensee will
collectively be referred to in this Agreement as the "Parties."
RECITALS
A. The City is a municipal corporation organized under the constitution and laws of the State of Arizona; and
B. The City owns real property within its city limits, including several multi-purpose facilities, which offer various services for the health, social needs and general welfare of the residents of the City of Scottsdale ("Human Services"); and
C. The Paiute Neighborhood Center, 6535 E. Osborn, Scottsdale, Arizona ("Facility"), is one of the facilities through which the City provides Human Services; and
D. The Licensee is ready, willing and able to provide Community Development Block Grant ("CDBG")-eligible Human Services of the kind and character that the City wishes to provide for its citizens at the Facility and the City wishes the Licensee to provide those services; and
E. The City Council of the City of Scottsdale has considered the City expenditure authorized by this Agreement and the direct consideration that the City will receive and finds that there is a clearly identified public purpose for the City's expenditure and that the City will receive direct consideration substantially equal to its expenditure.
IN CONSIDERATION of the covenants and promises contained in this agreement and for other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:
TERMS
1.0 <u>Applicability</u> . The terms and conditions of this Agreement will apply to the Licensee's use of the Facility.
2.0 <u>Service Area</u> .
2.1 The City agrees to provide the Licensee with suitable space in the Facility, subject to the terms and conditions contained in this Agreement, to enable the Licensee to render those services and conduct the programs and activities, as applicable, which it customarily provides, as more specifically provided in subsection 3.1. The space designated for the use of the Licensee to provide Services in the Facility will be referred to in this

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Agreement as the "Service Area." The Service Area includes and is limited to the following:

Contract No. 2013-\_\_\_-COS

[To be determined through the RFP process.]

2.1.1 <u>Exclusive Areas</u>. The portions of the Service Area that the Licensee is permitted to exclusively use and occupy are limited to the following areas:

[To be determined through the RFP process.]

2.1.2 <u>Shared Areas</u>. The portions of the Service Area that the Licensee is permitted to use on a shared non-exclusive basis are limited to the following areas:

[To be determined through the RFP process.]

- 2.2 <u>Non-Premises</u>. The Licensee shall not use or occupy any property not specifically above stated to be for the Licensee's exclusive or shared use. Without limitation, the City specifically reserves and excludes from this Agreement the remainder of the Facility.
- 2.3 <u>Rights in Adjacent Land</u>. The Licensee's rights are expressly limited to the real property defined as the Service Area in this Agreement. Without limitation, in the event any public right-of-way or other public or private property at or adjacent to the Service Area is owned, dedicated, abandoned or otherwise acquired, used, improved, acquired by or disposed of by the City, such property shall not accrue to this Agreement but shall be the City's only.
- 2.4 Reservations. The City specifically reserves to itself and excludes from this Agreement a non-exclusive delegable easement (the "Reserved Right") over the entire Service Area (including any area that may otherwise be for Licensee's exclusive use) for the exercise of all of the City's rights under this Agreement and for any and all purposes that do not in the City's reasonable discretion materially and substantially interfere with Licensee's lawful conduct of the permitted uses under this Agreement.
- 2.5 <u>Condition of Title.</u> The Licensee's rights under this Agreement are subject to all covenants, conditions, restrictions, easements, agreements, liens, reservations and encumbrances upon, and all other recorded or unrecorded matters or conditions of title to or agreements or documents regarding the Service Area (collectively the "Site Documents"). The Licensee's rights to use the Service Area under this Agreement are limited to those interests held by the City under the Site Documents. The Licensee will not violate the Site Documents. The Licensee will have no power to amend, modify, terminate or otherwise change the Site Documents or create new Site Documents.
- 2.6 <u>Reconfiguration</u>. The City has the unilateral right to temporarily or permanently augment, abandon, expand, contract, convey and otherwise modify the configuration of the Service Area from time to time during the term of this Agreement. The City may also unilaterally regulate, reroute, close and otherwise alter pedestrian and vehicular traffic access to and travel within the Service Area, all without the Licensee's consent so long as the Licensee continues to have reasonable access to the Service Area.
- 2.7 <u>Condition of Service Area</u>. The Licensee acknowledges by the execution of this Agreement that it has examined the Service Area, which is shown on the diagram on Exhibit "A". The Licensee accepts the Service Area in "as is" condition without any express or implied warranties of any kind, including without limitation any warranties or representations as to the

Service Area's condition or fitness for any use. The Licensee has obtained such information and professional advice as the Licensee has determined to be necessary related to the Service Area, this Agreement or this transaction.

- No Real Property Interest. Despite any provision of this Agreement to the 2.8 contrary, and any negotiation, correspondence, course of performance or dealing, or other statements or acts by the Parties, the Licensee's rights are limited to the Service Area and the Licensee's rights in the Service Area are limited to the license rights created by this Agreement, which creates only a revocable license in the Service Area. The City and the Licensee do not by this instrument intend to create a lease, easement or other real property interest. The Licensee will have no real property interest in the Service Area. The Licensee's sole remedy for any breach or threatened breach of this Agreement by the City will be an action for damages. The Licensee's rights are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the Service Area. Despite the preceding sentence, the City will provide to the Licensee during the term of this License peaceable use and enjoyment of the Service Area in accordance with the terms of this License. It is the Licensee's responsibility to resolve any issues related to nearby property owners. The Licensee's rights are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions, and orders of all bodies, bureaus, commissions and bodies of any municipal, county, state, or federal authority, having jurisdiction over the Service Area or the Licensee's use of the Service Area.
- 2.9 <u>Parking</u>. Unless otherwise specifically provided in this Agreement, no exclusive parking will be provided to the Licensee. The Licensee may use parking spaces in the Facility parking lot on a first-come, first-served basis.
- 2.10 <u>Signage</u>. The City will furnish signage at the Facility to direct members of the public to the Licensee's Service Area. The City will confer with the Licensee concerning signage, but the City will have discretion to determine the signage, based upon the need for existing signage at the Facility, the need for consistency and uniformity in signage, and other considerations. The Licensee will erect no additional signage upon the Facility or in the Service Area without first obtaining the written approval of the human services director ("Human Services Director"), or designee. The Human Services Director, as used here and in the remainder of this Agreement, means the Parks, Recreation and Human Services Director of the City of Scottsdale, or designee.
- 2.11 Review of Human Services. The Licensee understands and acknowledges that the Human Services provided at this Facility are subject to continuous review to determine the needs of the persons using the Facility and how to best respond to those needs. The nature of the service to be provided or activity to be conducted, the frequency of need, scheduling and necessity to coordinate other Human Services and providers are taken into consideration by the City. The Parties agree to confer on these matters.

### 3.0 Use of Facility.

3.1 The Licensee's use of the Facility shall be limited to providing those services that the Licensee customarily provides, which shall meet a CDBG national objective and shall constitute a CDBG eligible activity conducted in accordance with the laws, rules, regulations, policies and guidance that apply to the CDBG Program, and which are more specifically described as follows ("Services"):

### [To be determined through the RFP process.]

- 3.2 The Service Area that is the subject of this Agreement shall be used solely for the purposes of rendering Services to eligible members of the community. The Licensee shall not use or permit the use of the Service Area for any other purpose without the written consent of the Human Services Director.
- 3.3 The Licensee shall be responsible for insuring that the persons providing Services, including but not limited to the Licensee's employees, agents and volunteers ("Service Providers"), are of suitable character and background to do so, given the clients to whom Services are to be provided (e.g. minor children, youth, elderly, disabled, etc.). The Licensee shall provide the City, before its occupation and use of the Service Area, with its written policies and procedures regarding background investigation and substance abuse testing of its Service Providers.
- 3.4 The Licensee shall be responsible for insuring that its work environment is free from unlawful discrimination, as provided by Title VII of the Civil Rights Act of 1964 and other state and federal laws. The Licensee shall further ensure a commitment to respecting individual differences and valuing diversity.
- 3.5 The Licensee and any of its employees or agents engaged in providing Services must have all required and applicable licenses, permits and permissions required by federal, state, county and city statutes, ordinances, laws, rules and regulations, before providing Services at the Facility. All licenses, permits and permissions must be current and in good standing.
- 3.6 The Licensee, its officers, employees and agents (collectively "Licensee") shall clearly identify that it is the Licensee, rather than the City of Scottsdale, that is providing Services in the Service Area. The Licensee shall not represent that it is a part of the City of Scottsdale government, or that it is acting on behalf of the City. The Licensee shall not use the name of the City of Scottsdale, its seal, signs or logos in any advertising, promotional materials, or for any other purpose without first obtaining the express written approval of the Human Services Director.
- 3.7 The City reserves the right to adopt, amend and enforce reasonable rules and regulations governing the operation of the Facility and the use of the Service Area. Rules and regulations will be consistent with the safety, security, public use and utility of the Facility. These rules and regulations will apply to the Licensee and the Licensee agrees to comply with them.
- 3.8 The terms and conditions attached as Exhibit "B", if any, are incorporated by this reference and made a part of this Agreement. There is  $\sqrt{\phantom{a}}$  /is not  $\sqrt{\phantom{a}}$  an Exhibit "B" to the Agreement (check one).
- 3.9 The Licensee shall first obtain the written approval of the City before making any representation, in any application for a grant or other funding, that it has or will secure the continuing use of the Service Area, or any other City property, whether real, personal or financial, in connection with the application.

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- 3.10 The Licensee shall report to the Human Services Director monthly statistics regarding number of contacts, populations served and the dollar value of service provided at the Facility. The City reserves the right to request additional reports and statistics from time to time. The Licensee further agrees that it will meet with the Human Services Director every 6 months this Agreement is in effect in order to discuss matters of mutual concern and interest relating to the Services being provided at the Facility.
- 3.11 The Licensee shall be responsible for determining, documenting and maintaining the following information and shall report such information to the City on the 15<sup>th</sup> day of each month during the term of this Agreement in the form attached as Exhibit "C" to this Agreement:

3.11.1		igibility of individuals ("Clients") served, including e verification and beneficiaries;
3.11.2	The n	umber of Scottsdale residents served;
3.11.3		umber of unduplicated persons served and their iated level of income;
3.11.4	catego	reakdown of Clients served in each of the following ories based upon the income guidelines attached as t "D" to this Agreement:
3.11.4	.1	Very Low Income (0-30% of median income);
3.11.4	.2	Low Income (31-50% of median income);
3.11.4	.3	Low-Moderate Income (51-80% of median income);
3.11.4	.4	Moderate Income (81% or greater of median

- 3.11.5 The demographic information for the Clients served.
- 4.0 Term. The term of the Agreement is for a period of three (3) years ("Initial Term"). This Agreement may be extended for two (2) additional one (1)-year terms ("Extension Term") provided the Licensee is not in default under the terms of this Agreement. Any extension must be requested in writing by the Licensee 60 days prior to the expiration of the Agreement, and must be approved in writing by the Human Services Director. Either party may terminate the Agreement for convenience by first giving 90 days written notice to the other party as provided in section 5.0, below. The Agreement is likewise terminable upon the occurrence of a material breach of its terms, if the party who suffers the breach elects to terminate the Agreement and gives notice to the breaching party. If the Licensee defaults under the terms and conditions of this Agreement, and the default continues for a period of 60 days after receipt of written notice from the City, the City may terminate this Agreement upon first delivering 30 days written notice to the Licensee as provided in Section 5.0 below. The City shall have the right to cancel the Agreement by first giving 10 days written notice to the Licensee if there is any threat to public health or safety. The City may cancel this Agreement 60 days after its execution if the Licensee has not shown substantial progress on occupying the Facility.

income).

5.0 <u>Notice</u>. Any notice required or permitted to be given by this License, unless otherwise expressly stated in this Agreement, shall be given in writing, either personally to the authorized representative of the other party, or by United States Postal Service certified mail, return receipt requested, as shown below or to such other street address(es) as may be designated by the respective parties in writing from time to time. The notice will be considered complete when received by the person receiving it or, when certified mail is used, 5 days from the date of mailing, whichever occurs first.

City	Licensee
City of Scottsdale ATTN: Parks, Recreation and Human Services Director 3939 Civic Center Boulevard Scottsdale, AZ 85251	N:

Notice by facsimile or electronic mail (email) will not be considered adequate notice.

- 6.0 <u>Licensee's Payments</u>. The Licensee shall make payments to the City as follows:
- 6.1.1 <u>Use Fee Items</u>. The Licensee shall pay to the City each of the following separate and cumulative amounts (collectively, the "Use Fee"):
- 6.1.1.1 A base use fee ("Base Use Fee"). The amount of the Base Use Fee per year shall be determined by multiplying the total square footage of the Service Area by \$5 per square foot. The Base Use Fee per year shall be payable in equal monthly installments over a 12-month period (\$\_\_\_\_\_\_ per month) [to be determined through the RFP process]; and
  - 6.1.1.2 All other amounts required by this Agreement.
  - 6.1.2 <u>Use Fee Payment Date</u>. The Use Fee will be payable one month in advance on or before the 25<sup>th</sup> day of the preceding month (for example, the Use Fee for September will be payable on or before August 25). In the event an amount is not known in advance, the City will have the right to estimate the amount, with an adjustment to be made within 60 days after the actual amount becomes known. The Use Fee is considered paid only when the City actually receives good payment.
  - 6.1.3 <u>First Use Fee Payment</u>. The first installment of the Use Fee is due within 10 business days after the date of this Agreement. If the date of this Agreement is after the 10<sup>th</sup> day of the calendar month in which this Agreement is executed, then the Use Fee for the remainder of the month in which this Agreement is executed will be prorated based on a 30 day month. Otherwise, the first Use Fee payment will include a full month's Use Fee.
  - 6.1.4 <u>Use Fee Adjustment</u>. The Base Use Fee shall remain at the amount identified in section 6.1.1.1 above for each year during the Initial Term of this Agreement. If the Agreement is extended, the Base Use Fee for each year of the Extension Term shall increase to \$7 per square foot multiplied by the total square footage of the Service Area (\$\_\_\_\_\_\_ per month) [to be determined through the RFP process].

- 6.1.5 Security Deposit. Upon execution of this Agreement, the Licensee will provide to the City, and will maintain with the City at all times during the term of this Agreement, a cash security deposit in the amount equal to one month's Use Fee to guarantee the faithful performance of this Agreement. Any funds or property of the Licensee held by or available to the City or any issuer of a letter of credit, receiver, escrow agent or other third party under or related to this Agreement will also stand as a security deposit guaranteeing the Licensee's faithful performance of this Agreement. Any portion of a security deposit to which the Licensee may then be entitled, net of any setoff or other obligation of the Licensee, will be paid to the Licensee without interest within 60 days after the later of termination of this Agreement or completion of all of the Licensee's obligations related to this Agreement.
- 6.1.6 Late Fees. Should any Use Fee not be paid on or before the date due, a late fee will be added to the amount due in the amount equal to the 10% of the amount due or One Hundred Dollars (\$100), whichever is greater. Furthermore, any Use Fee that is not timely paid will accrue simple interest at the rate of 1 ½% per month from the date the amount first came due until paid. The Licensee expressly agrees that the foregoing represent reasonable estimates of the City's costs in the event of a delay in payment of the Use Fees.
- 6.1.7 <u>Use Fee Amounts Cumulative</u>. All amounts payable by the Licensee under this Agreement or any tax, assessment or other existing or future obligation will be cumulative and payable in addition to each other required payment, and these amounts will not be credited toward, substituted for, or set off against each other in any manner.
- 6.1.8 Program Income. The City will treat the Base Use Fee it collects as Program Income in accordance with requirements of the CDBG Program.
- 7.0 <u>Utilities</u>. The Licensee will arrange and pay for all charges, fees, deposits and other amounts for all natural gas, air conditioning, heating, electricity, water, sewer, solid waste collection, telephone, fax, computer and internet connections and other utilities used at the Service Area for the term of this Agreement.

#### 8.0 Maintenance.

- Except as expressly provided below, the Licensee shall be solely responsible for all maintenance and repair for the Service Area for the term of this Agreement.
  - 8.1.1 <u>Maintenance by City</u>. The City has no maintenance or repair obligations for the Service Area during the term of this Agreement.
  - 8.1.2 Maintenance by Licensee. The Licensee shall at all times repair, and maintain and replace the Service Area (including, without limitation, the interior and exterior of the entire Service Area) and all of the Licensee's facilities thereat at the Licensee's sole expense in a condition equal to or better than the condition of the Service Area as of the date of this Agreement. By way of example and not limitation, the Licensee shall be responsible for the following minimum requirements:
- General. Except to the extent of damage covered by 8.1.2.1 insurance proceeds paid to the City, the Licensee shall perform all building, building systems (including without limitation, fire alarms, sprinklers, fire extinguishers), and other maintenance of every kind required to operate the Service Area in a condition equal to or better than the

condition of the Service Area as of the date of this Agreement including, without limitation cleanliness, appearance, upkeep, repair and refurbishing.

- 8.1.2.2 <u>Licensee Repairs</u>. Except to the extent of damage covered by insurance proceeds paid to the City, the Licensee shall perform at its own expense all repairs, replacements, renovations and other work to keep the Service Area in a condition equal to or better than the condition of the Service Area as of the date of this Agreement.
- 8.1.2.3 <u>Adjoining Public Property</u>. The Licensee's maintenance and repair obligations extend to the outside edge of the Service Area and all porticoes, alcoves, covered porches and loading areas and docks adjacent to the Service Area.
- 8.1.2.4 <u>Trash</u>. The Licensee is responsible for adequate and sanitary handling and disposal, away from the Service Area, of all trash, garbage and other refuse related to the Licensee's use of the Service Area. Without limitation, the Licensee shall provide and use suitable covered receptacles for all trash and other refuse related to the Licensee's use of the Service Area. Piling of boxes, cartons, barrels, debris or other items outside the Service Area or Facility or in a manner visible from outside the Service Area or Facility or in a manner visible to areas open to the public is prohibited. The area in which trash containers are stored shall be kept clean and free of all trash and debris and shall be shielded from public view.
- 8.1.2.5 <u>Janitorial Services</u>. The Licensee shall provide janitorial services to the Service Area at its sole cost and expense.
- 8.2 <u>Keys</u>. The Licensee agrees to minimize the number of persons authorized to have keys to the Service Area for the performance of this Agreement and will provide to the Human Services Director, in writing, the names of persons who are authorized to have the keys. Any changes, additions or deletions of persons authorized to have keys will be reported to the Human Services Director, in writing, before the time that a change, addition or deletion is made.
  - 8.2.1 The Licensee shall immediately report lost, missing or stolen keys to the Human Services Director, or designee. The Licensee will be responsible for all costs associated with replacing lost, missing or stolen keys, and for re-keying locks when, in the sole discretion of the City, it is determined that re-keying is necessary.
- 9.0 <u>Destruction of Facility</u>. Partial destruction of the Facility will render this Agreement voidable by either party. Complete destruction will render it void.
- 10.0 <u>Mandatory Renovations.</u> If the City is required to renovate, construct, reconstruct or improve all or a portion of the Service Area as a result of a City bond election or to comply with any law, regulation, ordinance or legal mandate, the City may terminate this Agreement for convenience in accordance with section 4 of this Agreement.
- 11.0 <u>Inspection</u>. The City will have access to all portions of the Service Area at all times upon reasonable notice (and at all times and without notice in the event of an emergency) for the purpose of examining, inspecting, evaluating, planning, repairing, designing, maintaining or showing the Service Area or exercising the City's other rights under this Agreement. The Licensee will use reasonable efforts not to disrupt the conduct of the City's business during any such inspections. The Licensee shall promptly undertake appropriate action to rectify any deficiency (identified by the City during any inspections or otherwise) in the Licensee's

compliance with this Agreement. This section does not limit the City's other rights of access to the Service Area elsewhere in this Agreement or otherwise. This right of access is in addition to access rights for the City inspectors or other employees and officers acting within their legal authority.

- 12.0 <u>Indemnification</u>. To the fullest extent permitted by law, Licensee, its successors, assigns and guarantors, must defend, indemnify and hold harmless City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or in part by Licensee relating to work or services in the performance of this License, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Licensee's or Subcontractor's employees. The above defense indemnity and hold harmless obligations do not apply to claims resulting from the sole negligence of the City.
- 12.1 Insurance provisions stated in this Agreement are separate and independent from the indemnity provisions of this paragraph and will not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph will not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.
  - 13.0 <u>Insurance Representations and Requirements.</u>
- 13.1 <u>General</u>. Licensee agrees to comply with all applicable City ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Licensee, Licensee must purchase and maintain, at its own expense, the required minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or other insurer authorized to conduct business by the State of Arizona with policies and forms satisfactory to the City of Scottsdale. Failure to maintain insurance as specified may result in termination of this License at the City's option.
- 13.2 No Representation of Coverage Adequacy. By requiring this insurance, the City of Scottsdale does not represent that coverage and limits will be adequate to protect the Licensee. The City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements cited in this License but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements stated in this License or failure to identify any insurance deficiency will not relieve the Licensee from, nor be construed or considered a waiver of, its obligation to maintain the required insurance at all times during the performance of this License.
- 13.3 <u>Coverage Term.</u> All insurance required by this Agreement must be maintained in full force and effect until all work or services required to be performed under the terms of this License are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this License.
- 13.4 <u>Claims Made</u>. In the event any insurance policies required by this License are written on a "claims made" basis, coverage must extend, either by keeping coverage in force or purchasing an extended reporting option, for 3 years past completion and acceptance of the

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work or services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the required provisions for the full 3 year period.

- 13.5 Policy Deductibles and or Self Insured Retentions. The policies stated in these requirements may provide coverage that contains deductibles or self insured retention amounts. These deductibles or self-insured retention will not be applicable with respect to the policy limits provided to the City of Scottsdale. The Licensee will be solely responsible for any deductible or self-insured retention amount. The City of Scottsdale, at its option, may require the Licensee to secure payment of any deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- 13.6 <u>Use of Subcontractors.</u> If any work under this License is subcontracted in any way, the Licensee must execute a written agreement with the Subcontractor containing the same Indemnification Clause and Insurance Requirements stated in this Agreement protecting the City of Scottsdale and the Licensee. The Licensee will be responsible for executing the agreement with the subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

### 13.7 Evidence of Insurance.

- 13.7.1 Before commencing any work or services under this License, the Licensee must furnish the City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this License, issued by Licensee's insurer(s) as evidence that policies are placed with acceptable insurers as stated in this Agreement and provide the required coverage, conditions, and limits of coverage and that this coverage and its provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, the City of Scottsdale will reasonably rely upon the Certificate of Insurance as evidence of coverage but any acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this License. The certificates must identify the contract work number and be sent to the designated City of Scottsdale Contract Administrator. If any of the above-cited policies expire during the life of this License, it will be the Licensee's responsibility to forward renewal Certificates within 10 days after the renewal date containing all the required insurance provisions.
  - 13.7.2 Certificates must contain the specific provisions that follow.
- 13.7.2.1 The City of Scottsdale, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:
  - 13.7.2.1.1 Commercial General Liability
  - 13.7.2.1.2 Auto Liability
  - 13.7.2.1.3 Excess Liability Follow Form to underlying insurance as required.
- 13.7.2.2 The Licensee's insurance must be primary insurance as respects performance of subject agreement.
- 13.7.2.3 All policies, except Professional Liability, waive rights of recovery (subrogation) against the City of Scottsdale, its agents, representatives, officers.

directors, officials and employees for any claims arising out of work or services performed by the Licensee under this Agreement.

13.7.2.4 If the Licensee receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be the Licensee's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

### 13.7.3 Required Coverage

- 13.7.3.1 <u>Commercial General Liability:</u> Licensee must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, and personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- 13.7.3.2 <u>Professional Liability:</u> The Licensee will purchase and maintain Errors and Omissions insurance covering any actual or threatened sexual abuse or molestation claims, allegations or losses related to, arising from or out of, or resulting from any actions, acts, errors, mistakes or omissions by the Licensee's employees, executives, directors, staff or volunteers, with a limit of liability of \$1,000,000 each claim and \$2,000,000 all claims. Coverage may be provided by insurance policies that either do not specifically exclude these exposures, or specifically include these exposures, or the exposures are covered under a separate insurance policy.
- 13.7.3.3 <u>Vehicle Liability</u>. If vehicles are used by Licensee to perform the scope of services outlined in this Agreement, the Licensee must maintain Business Automobile Liability insurance with a limit of \$1,000,000 each accident on Licensee's owned, hired, and non-owned vehicles. If vehicles are not used by the Licensee to perform the scope of services outlined in this Agreement, this requirement for Automobile Liability will be waived. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance will be "follow form" equal or broader in coverage scope than underlying insurance.
- 13.7.3.4 <u>Worker's Compensation Insurance</u>. The Licensee must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Licensee's employees engaged in the performance of work or services under this Contract, and will also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.
- 14.0 <u>Non-assignability</u>. The rights, privileges and responsibilities of the Licensee under this Agreement are non-assignable.
- 15.0 <u>Tenant Improvements</u>. Any tenant improvements to be made by the Licensee will be made in compliance with the requirements stated in Exhibit "B", attached and by reference made a part of this Agreement.

Default by Licensee. In addition to any defaults or events of default described elsewhere in this Agreement, each of the following events also will be considered a material default by the Licensee: (i) the failure of the Licensee to pay any sums identified in this Agreement payable pursuant to this Agreement on the date due; (ii) the failure of the Licensee to observe or perform any of the covenants or agreements contained in this Agreement (all of which will be considered material) to be observed or performed by the Licensee; (iii) the entry of an order for relief with respect to the Licensee under any chapter of the Federal Bankruptcy Code; (iv) the dissolution or liquidation of the Licensee; (v) the abandonment of the Licensed Premises at any time during the Term; (vi) the insolvency of the Licensee or the inability of the Licensee to pay its debts when due; (vii) the appointment of a trustee or receiver to take possession of all or substantially all of the Licensee's assets or the Licensee's interest under this Agreement that is not discharged within 30 days; (viii) the failure of the Licensee to maintain its compliance with federal regulations to provide CDBG-eligible services and activities, which give rise to this Agreement; or (ix) the denial of the Licensee's participation in a U.S. Department of Housing and Urban Development program or the Licensee's suspension or debarment from participation in contracting programs by any agency of the United States Government or the State of Arizona. In the case of a default under subsections (i) or (ii) above, the City agrees that it will not exercise any of the remedies outlined below if the Licensee's failure to perform or observe any covenant or agreement, is a type that can be cured or corrected by the Licensee and the Licensee commences and completes the cure or correction within 20 days after written notice from the City.

### 16.1 Remedies.

16.1.1 If the Licensee defaults under this Agreement, the City, in addition to other rights or remedies it may have by statute or otherwise, will be entitled to pursue any one or more of the following remedies: (i) Terminate this Agreement and the Licensee's right to possession of the Premises by the City's specific written election; (ii) Re-enter and retake possession of the Premises through judicial process or through self-help by lock out under A.R.S. § 33-361(A) and remove any or all persons or property from the Premises; (iii) Commence a forcible entry and detainer action for recovery of possession of the Premises and all due and unpaid sums; (iv) Commence an action for ejectment under A.R.S. § 12-1251; (v) Enforce any common law, statutory, or contractual Landlord's lien under Arizona law, A.R.S. § 33-361(D), or this Agreement; and (vi) Commence, from time to time, an action to recover any liquidated damages, or any other sums due to the City under this Agreement. The remedies established above will be in addition to all other legal remedies available to the City under Arizona law and not in lieu of any other remedies.

16.1.2 <u>Re-entry.</u> If the City elects to reenter the Premises upon the Licensee's default, any personal property that belongs to the Licensee may, but need not, be removed by the City and stored in a public warehouse or elsewhere at the cost and for the account of the Licensee. Any and all property that is removed from the Premises by City in accordance with the authority of this Agreement or Arizona law may be handled, removed, and stored by or at the direction of the City at the sole risk, cost, and expense of the Licensee, and the City will not be responsible for its value, preservation, or safekeeping. The Licensee will pay to the City, upon the City's demand, any and all expenses and storage charges incurred in the removal.

### 17.0 Miscellaneous.

- 17.1 <u>Contract Administrator</u>. The Human Services Director, or designee, will be the contact between the City and the Licensee and will be responsible for administering the terms of this Agreement.
- 17.2 <u>Licensee's Agent</u>. The Licensee will at all times retain on call available to the City by telephone an active, qualified, competent and experienced person to supervise all activities upon and operation of the Service Area and who will be authorized to represent and act for the Licensee in matters pertaining to all emergencies and the day-to-day operation of the Service Area and all other matters affecting this Agreement. The Licensee will also provide notice to the City of the name, street address, electronic mail address, and regular and afterhours telephone numbers of a person to handle the Licensee's affairs and emergencies at the Service Area.
- 17.3 <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes any previous agreement, understanding, negotiation or representation regarding the Facility, the Service Area or the Services to be provided under this Agreement.
- 17.4 <u>Paragraph Headings</u>. The paragraph headings contained herein are for convenience in reference and not intended to define or limit the scope of any provision of this Agreement.
- 17.5 <u>Law Governing</u>. This Agreement will be governed by the laws of the State of Arizona.
- 17.6 <u>Conflict of Interest</u>. The City or the Licensee may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the other Party is, at any time while the Agreement is in effect, an employee of the other Party in any capacity, or a consultant to the other Party with respect to the subject matter of the Agreement. The cancellation will be effective when written notice is received by the other Party to the Agreement, unless the notice specifies a later time (A.R.S. §38-511).
- 17.7 Attorney's Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default hereof, the prevailing party will be entitled to receive from the other party reasonable attorney's fees and reasonable costs and expenses, determined by the court, sitting without jury, which will be considered to have accrued on the commencement of the action and will be enforceable whether or not the action is prosecuted to judgment.
- 17.8 <u>Surrender of Service Area.</u> On the last day of the term of this License, or any sooner termination, the Licensee shall surrender the Service Area to the City in the same condition as received, broom clean, ordinary wear and tear excepted. The Licensee will repair any damage to the Service Area occasioned by the removal of its trade fixtures, furnishings and equipment. This repair will include the patching and filling of holes and repair of any structural damage.
- 17.9 <u>Severability.</u> The invalidity of any provision of this License, as determined by a court of competent jurisdiction, will in no way affect the validity of any other provision of this License.

- 17.10 <u>Exhibits</u>. All Exhibits referred to in this Agreement are hereby incorporated by this reference.
- 17.11 <u>Funding.</u> This subsection will control despite any provision of this Agreement or any exhibit or other agreement or document related to this Agreement. In the event funds necessary to fulfill the City's obligations under this Agreement are not appropriated by the Scottsdale City Council, the City may terminate this Agreement by giving 90 days written notice to the Licensee. Termination in accordance with this provision will not constitute a breach of this Agreement by the City. No person will be entitled to any compensation or damages from the City if this Agreement is terminated in accordance with the terms of this subsection.
- 17.12 <u>Compliance with E-Verify Requirements.</u> Under the provisions of A.R.S. §41-4401, the Licensee warrants to the City that the Licensee and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Licensee and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Licensee or any of its subcontractors will be considered a material breach of this Agreement and may subject the Licensee or Subcontractor to penalties up to and including termination of this Agreement or any subcontract. The Licensee will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Licensee's failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Agreement by the City.

The City retains the legal right to inspect the papers of any employee of the Licensee or any subcontractor who works on this Agreement to ensure that the Licensee or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Licensee and any of its subcontractors to ensure compliance with this warranty. The Licensee agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

- 17.13 Contracts with Iran and Sudan. In accordance with A.R.S. §35-391.06 and 35-393.06, the Licensee certifies that it does not have scrutinized business operations in Sudan or Iran, as defined in A.R.S. §35-391(15) and 35-393(12).
- 17.14 <u>Licensee's Records.</u> The Licensee shall maintain in a secure place at a secure location within Maricopa County, Arizona proper and accurate books, records, ledgers, correspondence and other papers and repositories of information relating to this Agreement and to all of the Licensee's obligations hereunder, including without limitation those records required to document the Licensee's compliance with CDBG Program requirements. The Licensee shall furnish, from time to time, such financial and other information and records, including without limitation those records required to document the Licensee's compliance with CDBG Program requirements, as the City may reasonably request pertaining to the Licensee's and the City's respective rights and obligations with respect to this Agreement as reasonably determined by the City. The Licensee shall maintain such records for at least five years following the expiration or termination of this Agreement.
  - 17.15 Records Inspection. At the Licensee's expense, the Licensee shall:

- 17.15.1 Permit and assist the City and its representatives at all reasonable times to inspect, audit, and copy the Licensee's records and information required to be maintained in accordance with this Agreement.
- 17.15.2 Make the records available to the City at the Licensee's offices in Maricopa County, Arizona or at another location requested by the City within the corporate limits of the City of Scottsdale.
- 17.15.3 Cause the Licensee's employees, agents and accountants to give their full cooperation and assistance in connection with the City's access to the Licensee's records and information required to be maintained in accordance with this Agreement.
- 17.16 Monitoring. The City shall perform monitoring visits of the Licensee at least once each year during the term of this Agreement to verify and document that the Licensee is complying with the CDBG Program requirements, including without limitation that the Licensee is complying with a CDBG national objective, providing Services that constitute a CDBG eligible activity, verifying Clients' income eligibility and collecting and maintaining the information required under this Agreement and/or the CDBG Program.
- 17.17 <u>Compliance with Law.</u> The Licensee shall perform its obligations under this Agreement in accordance with all federal, state, county and local laws, ordinances, regulations or other rules or policies as are now in effect or as may hereafter be adopted or amended. Without limiting in any way the generality of the foregoing, the Licensee will comply with all and each of the following:
- 17.17.1 Applicability of Federal Law. The Licensee shall comply with any and all federal laws, rules, regulations, policies and guidance, including policies and guidance from the U.S. Department of Housing and Urban Development, that pertain to the Services and activities provided under this Agreement, including without limitation those that pertain to the CDBG Program, compliance with the CDBG Program, compliance with a national objective under the CDBG Program, the provision of eligible activities, services and uses under the CDBG Program, the obligations related to the CDBG Program, and 24 C.F.R. Part 570.
- 17.17.2 <u>Applicability of Municipal Law</u>. Without limitation, the Licensee shall comply with municipal laws as follows:
- 17.17.2.1 The Licensee acknowledges that this Agreement does not constitute, and the City has not promised or offered, any type of waiver of, or agreement to waive (or show any type of forbearance, priority or favoritism to the Licensee with regard to) any law, ordinance, power, regulation, tax, assessment or other legal requirement now or subsequently imposed by the City of Scottsdale or any other governmental body upon or affecting the Licensee, the Service Area or the Licensee's use of the Service Area.
- 17.17.2.2 All of the Licensee's obligations are in addition to, and cumulative upon (and not to any extent in substitution or satisfaction of), all existing or future laws and regulations applicable to the Licensee.
- 17.17.2.3 This Agreement is not intended to diminish any performances that would be required of the Licensee by law if this Agreement had been made between the Licensee and a private citizen.

- 17.17.2.4 This Agreement does not impair City of Scottsdale's power to enact, apply or enforce any laws or regulations, or exercise any governmental powers affecting in any way the Licensee or the Service Area.
- 17.17.2.5 The City's rights and remedies hereunder for the Licensee's failure to comply with all applicable laws supplement and are in addition to and do not replace otherwise existing powers of the City of Scottsdale or any other governmental body.
- 17.17.3 Government Property Lease Excise Tax. The Licensee will be responsible for any and all property taxes and all government property lease excise taxes described in A.R.S. § 42-6201 et seq. or similar laws in force from time to time. In accordance with A.R.S. § 42-6206, failure by the Licensee to pay the taxes after notice and an opportunity to cure is an event of default that could result in divesting the Licensee of any interest in or right of occupancy of the Service Areas.
- 17.17.4 <u>Taxes, Liens and Assessments</u>. In addition to all other amounts required by this Agreement, the Licensee will pay, when the same become due and payable, all taxes and general and special fees, charges and assessments of every description that during the term of this Agreement may be levied upon or assessed upon or with respect to the Licensee's use of the Service Area, the operations conducted in the Service Area, any amounts paid or other performances under this Agreement by either party, and all possessory interest in the Service Area and improvements and other property in the Service Area, whether belonging to City or the Licensee. The Licensee will pay, indemnify, defend and hold harmless the City and the Service Area and all interests in the Service Area and improvements in the Service Area from any and all taxes and assessments, including any interest, penalties and other expenses that may be imposed, and from any lien therefor or sale or other proceedings to enforce payment thereof. The City will have the right from time to time to require that all of these payments be made by the Licensee through the City. The Licensee will pay all sales, transaction privilege, and other taxes arising from this Agreement or the Licensee's activities under this Agreement.
- 17.18 <u>Survival of Liability</u>. All obligations and indemnities of the Licensee will survive termination of this Agreement for any reason.
- 17.19 <u>Amendments</u>. All amendments, modifications, revisions or additions to this Agreement must be in writing and signed by the Parties.
- 17.20 <u>Authority</u>. The Parties represent and warrant to one another that the undersigned have full power and authority to enter into this Agreement on behalf of the entity for which each has signed and that all necessary actions have been taken to give full force and effect to this Agreement.
  - 17.21 Recording. This Agreement will not be recorded.

	an Arizona corporation,
	Ву:
	CITY OF SCOTTSDALE, an Arizona municipal corporation:
	W.J. "Jim" Lane, Mayor
	ATTEST:
APPROVED AS TO FORM:	By: Carolyn Jagger, City Clerk
Bruce Washburn, City Attorney By: Jennifer Pollock Assistant City Attorney	
REVIEWED BY:	
Edward M. Howard Risk Management Director	William B. Murphy Community Services Executive Director

The Parties have executed this document by signing their signatures, as of the day and date first written above.

# EXHIBIT "A" DIAGRAM OF FACILITY WITH LOCATION(S) OF SERVICE AREA

[To be determined through the RFP process.]

### **EXHIBIT "B"**

### ADDITIONAL TERMS AND CONDITIONS

The following additional terms will apply to the Licensee:

### A. General.

1.0 Hazardous Materials. Licensee will not produce, dispose, transport, treat, use or store any hazardous waste or materials or toxic substance upon or about the Service Area or any substance now or that may subsequently be subject to regulation under the Arizona Hazardous Waste Management Act, A.R.S. Sec. 49-901, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seg., or the Toxic Substances Control Act, 15 U.S.C. 2601, et seg., or any other federal state, county, or local law pertaining to hazardous waste or toxic substances (collectively "Toxic Substances"). The preceding sentence does not prohibit use of ordinary janitorial supplies used to clean and maintain the Service Area. Licensee will pay, indemnify, defend and hold City harmless against any loss or liability incurred by reason of any Toxic Substance on or affecting the Service Area occurring after the date of this Agreement, and will immediately notify City of any Toxic Substance at any time discovered or existing upon the Service Area. Licensee understands the hazards presented to persons, property and the environment by dealing with Toxic Substances. Licensee will cause any on-site or off-site storage, treatment, transportation, disposal or other handling of Toxic Substance by Licensee in connection with the Service Area to be performed by persons, equipment, facilities and other resources who are at all times properly and lawfully trained, authorized, licensed and otherwise permitted to perform such services.

### B. <u>Tenant Improvements</u>.

- 1.0 <u>Improvements by City</u>. City has not promised to and is not obligated in any manner to make any improvements or perform any other construction work at the Service Area or the Facility.
- 2.0 <u>Licensee's Improvements Generally</u>. The following provisions will govern all improvements, repairs, installation, removal, demolition and other construction work of any description by Licensee whether or not specifically described in this Agreement (collectively "Licensee's Improvements") upon or related to the Service Area:
- Zoning and Similar Approval Processes. The zoning processes, building permit processes, and similar regulatory requirements that apply to Licensee's Improvements are completely separate from the plans approval processes under this Agreement. Licensee's satisfaction of any requirements of this Agreement does not count toward any compliance with any regulatory requirement. Licensee's satisfaction of any regulatory requirement does not count toward compliance with any requirement of this Agreement. Licensee must make all submittals and communications regarding the requirements of this Agreement through the City's Contract Administrator for this Agreement and not through planning, zoning, building safety or other staff. Licensee will be responsible to directly obtain all necessary permits and approvals from any and all governmental or other entities having standing or jurisdiction over the Service Area. Licensee bears sole responsibility to comply with all stipulations and conditions that are required in order to secure any rezoning and other approvals.

- 2.2 Relationship of Plans Approval to Regulatory Processes. Licensee's submission of plans under this Agreement, City's approval of plans for purposes of this Agreement, and the plans approval process under this Agreement, will be separate and independent of all zoning, design review and other regulatory or similar plans submittal and approval processes, all of which will continue to apply in addition to the requirements of this Agreement and its approvals. BUILDING PERMITS, ZONING CLEARANCES, OR ANY OTHER GOVERNMENTAL REVIEWS OR ACTIONS DO NOT CONSTITUTE APPROVAL OF ANY PLANS FOR PURPOSES OF THIS AGREEMENT.
- 2.3 <u>City's Fixtures and Personalty</u>. Licensee will not remove, alter or damage in any way any improvements or any personal property of the City upon the Service Area without first obtaining the City's written approval. In all cases, Licensee will repair any damage or other alteration to the city's property to as good or better condition than existed before the damage or alteration.
- 2.4 <u>Design Requirements</u>. All Licensee's Improvements must comply with the following design requirements:
- 2.4.1 All Licensee's Improvements must be contained entirely within the Service Area and without any encroachment or dependence upon any other property.
- 2.4.2 All Licensee's Improvements will be designed and made at Licensee's sole cost and expense.
- 2.4.3 Any and all construction work performed on the Service Area by Licensee must be performed in a workman-like manner as reasonably determined by City and must be diligently pursued to completion and in conformance with all building codes and similar rules. All Licensee's Improvements will be and become part of the realty and the real property of city "brick by brick" as constructed. Licensee's construction work must not interfere with normal operation of the Facility. In any event, the Service Area must be left in as good or better condition as it is in on the date of this Agreement, or such better condition as the Service Area may subsequently be placed.
- 2.4.4 All work must be done strictly at Licensee's expense and paid for by Licensee. In no event, including without limitation termination of this Agreement for any reason, will the City be obligated to compensate the Licensee in any manner for any of the Licensee's Improvements or other work provided by the Licensee during or related to this Agreement.
- 2.4.5 Licensee's Improvements will include all leasehold improvements, furnishing, furniture, equipment, fixtures, paint, decorations and other construction work of any description as described in all plans delivered by the Licensee to the City. All such plans and construction are subject to inspection and final approval by the City as to colors, fabrics, materials, site plan, etc., as well as design, function and appearance.
- 2.4.6 The Licensee must diligently and expeditiously pursue the installation of all approved Licensee's Improvements and must complete installation of all of the Licensee's Improvements no later than the earlier of i) 3 months after the date of plans approval or ii) any earlier date required by this Agreement or by City's approval of the plans.
- 2.4.7 Alterations may not be made to the Service Area without first obtaining the written consent of the City, and any alterations of the Service Area, excepting movable 10948921v6

furniture and machinery and trade fixtures, will become part of the Service Area and belong to the City upon termination of this License. This will not prevent the Licensee from installing trade fixtures, furniture, other trade equipment and machinery in conformance with local ordinances, provided the Service Area is not damaged by their removal. The Licensee will keep the Service Area, the building and the property in which the Service Area is situated free from any liens arising out of any work performed for, material furnished to or obligations incurred by the Licensee. It is further understood and agreed that under no circumstance is the Licensee considered an agent of the City for any alteration, repair or operation of the building or Service Area, and that any of alteration, repair or operation is being done at the sole expense of the Licensee, and all contractors, materialmen, mechanics and laborers are charge with notice that they must look to the Licensee only for payment of any charge for work done and materials furnished to the Service Area during the term of this License.

- 2.4.8 All of Licensee's Improvements must be of high quality, safe, modern in design, and attractive in appearance, all as approved by the City.
- 2.5 <u>Plans Required</u>. Licensee's design of all Licensee's Improvements must occur in three stages culminating in final working construction documents for the Licensee's Improvements (the "Final Plans"). The three stages are, in order of submission and in increasing order of detail, as follows:
- 2.5.1 Conceptual plans showing the general layout, locations, configuration, and capacities of all significant improvements, topographical features, pedestrian and vehicular ways, buildings, utilities, water systems, and other features significantly affecting the appearance, design, function and efficient operation of each element of the Licensee's Improvements.
- 2.5.2 Preliminary plans showing all floor plans with detail necessary before preparation of final plans.
- 2.5.3 Final working construction documents for the Licensee's Improvements (collectively the "Final Plans").
- 2.6 <u>Approval Process</u>. The following procedure will govern Licensee's submission to the City of all plans, including any proposed changes by Licensee of previously approved plans:
- 2.6.1 All plans submitted under this Agreement must contain sufficient detail considered reasonably appropriate by the City for the level of improvements required by this Agreement.
- 2.6.2 All plans must comply with all requirements of law and this Agreement. No plans will be considered approved until approved by the City's Contract Administrator.
- 2.6.3 The City's issuance of building permits or other governmental review or action will not constitute approval of any plans for purposes of this Agreement.
- 2.6.4 The parties will endeavor to resolve any design and construction issues to their mutual satisfaction but, in the event of an impasse for any reason or however arising, in light of the City's investment in the Facility and the City's ownership of the Service Area, and as a condition of the City's entering into this Agreement, final decision authority regarding all design and construction issues will rest with City.

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- 2.6.5 Licensee must provide copies of any and all designs or plans for improvements upon the Service Area to the City for the City's unrestricted use at the Service Area.
- 3.0 <u>Licensee's Initial Project Construction</u>. Licensee must complete construction of Licensee's Improvements in accordance with all requirements of this Agreement, including without limitation those governing Licensee Improvements, and the following:
- 3.1 <u>Initial Plans Approval.</u> By entering into this Agreement, the City approves only for purposes of Licensee's initial Licensee's Improvements construction under this Agreement the design of Licensee's Improvements to the extent stated in the site plan. To that extent, said approval partially satisfies the requirement under this Agreement that Licensee obtain the City's approval of plans. However, changes, modifications, refinements and particular implementations of any proposed Licensee's Improvements and all other matters not shown on the site plan are subject to this Agreement's requirement that Licensee obtain the City's approval for all Licensee's Improvements.
- 3.2 <u>Design and Construction Professionals.</u> All construction and plans preparation for the Licensee's Improvements from initial proposals through final construction documents and completion of construction will be performed by professionals selected and paid by Licensee. All of Licensee's design and construction contractors will have substantial experience in timely and successfully constructing similar improvements.

### City of Scottsdale Performance Report

Report Type:	Public	Service				
Report Time Period:			Report Time Frame: -			
Agency Name	Project/Program Nar				on & Phone Number	
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			· · · · · · · · · · · · · · · · · · ·			
Report for:		Persons		Households		
				_		
Total Unduplicated Number Assisted During Reporting Period						
		rent	Year-to-Da			
Race/Ethnicity of Persons Served	Total	Hispanic	Total	Hispanic		
11 White			0	0		
12 Black/African American			0	0		
13 Asian			0	0		
14 American Indian/Alaskan Native			0	0		
15 Native Hawaiian/Other Pacific Islander			0	0		
16 American Indian/Alaskan Native and White			0	0		
17 Asian and White			0	0		
<ul> <li>18 Black/African American and White</li> <li>19 Amer. Indian/Alaskan Native &amp; Black/African Amer.</li> </ul>			0	0		
20 Other Multi-Racial			0	0		
20 Other Multi-Racial Total	0	0	<b>0</b>	0		
PLEASE NOTE: DO NOT COUNT HISPANICS AS A DIFFERENT RACI		U	U	U	I	
Income Status (% of Median Family Income)	Current Total	YTD Total				
Extremely Low (0 - 30% of Median Income)	Current Total	0				
Low (31 - 50% of Median Income)		0				
Moderate (51 - 80% of Median Income)		0				
Non-Low Moderate (81+% of Median Income)		0				
Total	0	0				
PLEASE NOTE: THE TOTAL NUMBER OF PERSONS SERVED SHOU		-	NCOME			
Family Size	Current Total	YTD Total				
Small (4 or less)		0				
Large (5 or more)		0				
PLEASE NOTE: THE TOTAL NUMBER OF PERSONS SERVED SHOU	LD EQUAL THE TO	-	FAMILY SIZE			
	Current Total	YTD Total	<del></del>			
Female Head of Household		0				
Elderly (62+)		0				
Disabled		0				
	i					
	Current Total	YTD Total				
# of Units Provided		0				
Service Unit Description (as defined in Application)						
	Narra	tive				



### Community Assistance Office

7515 East-1st Street Scottsdale, AZ 85251-4501 PHONE FAX 480-312-7717 480-312-7761 480-312-7411 www.ScottsdaleAZ.gov

## HOUSING CHOICE VOUCHER PROGRAM (HCV) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

INCOME GUIDELINES (Gross annual family income)

Effective Date: December 11, 2012

From the Department of Housing and Urban Development

Household Size (persons)	Table A 30%	Table B 50%	80%
1	13,300	22,100	35,350
. 2	15,200	25,250	40,400
3	17,100	28,400	45,450
4	18,950	31,550	50,500
5	20,500	34,100	54,550
6	22,000	36,600	58,600
7	23,500	39,150	62,650
8	25,050	41,650	66,700

30% and 50% of median income: Section 8 Housing Choice Voucher qualifications

80% of median income: Housing Rehabilitation Program qualifications

Median Income: \$62,200

Income Guidelines Dec 2012

