

WHEN RECORDED, RETURN TO:

City of Tempe
31 E. 5th Street
Tempe, AZ 85281
Attn: City Clerk

DEVELOPMENT AND DISPOSITION AGREEMENT
(GORMAN & COMPANY, INC.
8TH STREET PROPERTY)
Ordinance No: _____
[C2016-]

THIS DEVELOPMENT AND DISPOSITION AGREEMENT is entered into between the CITY OF TEMPE, an Arizona municipal corporation (“CITY”), and GORMAN & COMPANY, INC. (“GORMAN”), as of this ____ day of _____, 2016 (the “**Effective Date**”).

RECITALS

A. City is authorized to enter into development agreements pursuant to A.R.S. § 9-500.05. This Agreement is a development agreement within the meaning of A.R.S. § 9-500.05 and shall be construed as such.

B. City owns the vacant lot legally described in *Exhibit A* attached hereto and made a part hereof (the “**Project Property**”).

C. City issued Request for Qualifications #15-086 dated November 25, 2014 (“**RFQ**”) for the construction of affordable housing on the Project Property. Gorman responded to the RFQ, and was granted exclusive negotiation rights with respect to the redevelopment of the Project Property.

D. Pursuant to the terms and conditions hereafter set forth, City grants Gorman exclusive development rights over the Project Property and Gorman agrees to develop the Project Property as a fifty (50) unit mixed-income rental community consisting of five (5) market rate live/work units and forty five (45) residential housing units for low and moderate income veterans and their families.

NOW, THEREFORE, in consideration of the premises, the promises contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE I DEFINITIONS

The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

1.1 “Certificate of Occupancy” means either (a) a certificate of occupancy (final, temporary, shell, conditional or otherwise) for any buildings or other improvements constructed as part of the Project issued by the Community Development Department and City Public Works Department of the City of Tempe, or (b) a certificate of completion in the form of *Exhibit E* hereto issued by the City of Tempe Community Development Department certifying that a building or other improvement constructed on a parcel has been substantially completed.

1.2 “City” means the City of Tempe, an Arizona municipal corporation, and any successor public body or entity.

1.3 “Development Plan” means the proposal for development of the Project Property dated January 20, 2015, submitted by Gorman in response to the RFQ.

1.4 “Gorman” means Gorman & Company, Inc., and its permitted successors and assigns.

1.5 “Improvements” means all public and private improvements which may be constructed from time to time on any parcel comprising the Project Property, including, without limitation, all structures, buildings, roads, driveways, parking areas, walls, landscaping and other improvements of any type or kind, or any other alteration of the natural terrain to be built by the Gorman or the City, as the case may be, pursuant to the terms of this Agreement.

1.6 “Low Income Households” means households earning at or below sixty (60) percent of area median income as defined by the U.S. Department of Housing and Urban Development.

1.7 “Preference” means an advantage in the selection of the household to which a lease will be offered for a unit in the completed Project given to a Tempe resident who is currently receiving a rental subsidy from the City of Tempe or from a nonprofit agency affiliated with the City of Tempe.

1.8 “Project” means the construction of five (5) market rate rental live/work units and forty five (45) affordable residential rental units on the Project Property in accordance with the Development Plan.

1.9 “Project Property” means all of the real property which is legally described in *Exhibit A* attached hereto and incorporated herein by this reference.

1.10 “Schedule of Performance” means the schedule of performance attached hereto as *Exhibit C*.

ARTICLE II DEVELOPMENT PLAN

2.1 Duration of Development Agreement. The term of this Agreement shall commence on the Effective Date and continue through the completion and leasing of the Project, unless sooner cancelled as provided in Sections 7.1 through 7.4 and 8.1.

2.2 Restrictions on Use of Project Property. Gorman shall use the Project Property to develop affordable rental housing for Low Income Households and market rate rental live/work units in accordance with the Development Plan.

2.2.1 Period of Affordability. To ensure a minimum twenty (20) year period of affordability, Gorman shall encumber the Project Property with restrictive covenants, CC&R’s, or other appropriate documents reasonably acceptable to and approved in advance by City, which restrict rental of the residential units to Low Income Households for a period not less than twenty (20) years from the date of the initial rental of the property to an income eligible household. A Declaration of Affirmative Land Use and Restrictive Covenants Agreement (LURA) from the Arizona Department of Housing is deemed acceptable for this purpose.

2.3 Schedule of Performance. The planning and development of the Project shall be achieved pursuant to the Schedule of Performance attached hereto as *Exhibit C*. Gorman and City agree to use their best efforts to ensure that development of the Project occurs in accordance with the Schedule of Performance.

2.4 Approvals. City hereby agrees that, in connection with all approval requests relating to the construction of any Improvements, only customary plan or review requirements will be imposed on Gorman, consistent with City’s normal process, and that no extraordinary plan or review requirements will be imposed.

ARTICLE III CONVEYANCE OF PROPERTY

3.1 Conveyance. City shall retain fee title to the Project Property until Gorman obtains the civil improvement plan approval and submits a formal request for conveyance as hereinafter provided. When Gorman desires to acquire the Project Property, and so long as Gorman is not in breach under this Agreement, Gorman shall deliver a written notice to the City, specifying: (a) the legal description of the Project Property to be conveyed to Gorman (if less than all of the Project Property is to be conveyed), (b) the purchase price attributable to such portion of the Project Property to be conveyed as set forth in Section 3.3, and (c) the date by which the closing of the conveyance transaction is desired. Unless otherwise provided under this

Agreement, the close of escrow and transfer of title shall take place no later than the date requested in the written notice delivered by Gorman, but in no event shall the close of escrow occur, and transfer of title take place sooner than the first business day following thirty (30) days after the Tempe City Council has approved by ordinance the sale of the Project Property at a regularly scheduled City Council meeting. Upon the execution of this Agreement, City and Gorman shall open an escrow with Chicago Title Agency, Inc. (Susan Bush), 2425 E. Camelback Road, Ste. 200, Phoenix, AZ 85016 (“Escrow Agent”), who shall issue a preliminary title report concerning the Project Property within ten (10) days of opening escrow, hold all documents, receive all monies, and perform such other acts as are normal and customary for a commercial escrow agent in similar transactions.

3.2 Form of Deed. City shall convey fee simple title to the Project Property to Gorman by special warranty deed, in substantially the form attached hereto as *Exhibit D*, subject to all liens and encumbrances of record. Prior to the close of escrow, City shall use its reasonable efforts to remove any matters of record that are reasonably objected to by Gorman, so that marketable title to the Project Property may be delivered at the close of escrow. However, the Project Property is being conveyed in its “AS IS” condition and without any representation or warranty except as otherwise expressly set forth in this Agreement.

3.3 Agreement to Sell, Purchase Price and Other Considerations. Subject to all terms, covenants and conditions of this Agreement, City will sell to Gorman and Gorman will purchase from City and pay City \$10.00 (Ten Dollars) (the “Purchase Price”) for the Project Property. Gorman will pay the Purchase Price in cash, certified check or other immediately available federal funds at the closing of such conveyance.

3.4 Prorations. All real property taxes and assessments shall be prorated between City and Gorman as of the date of closing of the conveyance of the Project Property to Gorman, based upon the latest available information.

3.5 Escrow Fees. City shall pay the cost of a standard coverage title insurance policy and any required endorsements. City and Gorman shall each bear their own costs, including attorney’s fees, in connection with the negotiations, due diligence, investigation and conduct of the transaction. City shall pay all of Escrow Agent’s customary escrow fees and recording fees.

ARTICLE IV OBLIGATIONS

4.1 Gorman agrees to:

4.1.1 Utilize normal and customary practices and procedures for the development of the Project, and provide a level of service that is consistent with the level of service for similar programs administered by it in the community. Further, Gorman shall provide those supportive services described in the Development Plan, including without limitation, those described at pages 15 through 22 thereof.

4.1.2 Maintain records pertaining to this Agreement and the Project Property for five (5) years.

4.1.3 Establish and/or maintain accounting systems to assure that it is audited. Such systems will be subject to monitoring from time to time by the City or by the Department of Housing and Urban Development.

4.1.4 Maintain records of all ethnic and racial statistics of persons and families benefited in the performance of its services on the Project Property, including, but not limited to, the number of low and moderate income persons (51%-80% of median income), the number of very low income persons (31%-50% of median income) and the number of extremely low income persons (0-30% of median income) and households assisted in accordance with federal income limits, the number of elderly (over 62 years of age) and individuals with disabilities, family size, and number of female heads of households.

4.1.5 Provide City with written reports of its activities quarterly, or as otherwise requested by the City and a final report when this Agreement terminates, setting forth the demographic information stated in 4.1.4 (above), as well as the activities, program accomplishments, new program information and current statistics on expenditures and activities. City and the United States Government and/or their representatives shall have access for purposes of monitoring, auditing, and examining performance to Project documents and papers, and the right to examine financial records.

4.1.6 Give all notices and comply with all laws, ordinances, rules, building codes, regulations and lawful orders of any public authority bearing on the performance of activities pursuant to this Agreement. If Gorman observes that any of the Agreement documents are in conflict with any laws, statutes, building codes and/or regulations, it shall promptly notify City, in writing, and any necessary changes shall be accomplished by appropriate written modification as deemed necessary by City.

4.2 Gorman acknowledges that the funds, in part, utilized by City to acquire the Project Property were received by City pursuant to the Housing and Community Development Act of 1974, as amended, 24 CFR Part 570 (the "Act") and that expenditure of these funds must comply with the Act and all pertinent regulations issued by agencies of the federal government. Gorman agrees to comply fully with all federal, state and local laws and court orders applicable to its operation whether or not referred to in this Agreement.

4.3 Gorman and its subcontractors shall abide by all regulations pursuant to the Immigration and Naturalization Reform Act of 1986, specifically as it relates to employment and client services, and such other provisions as may be applicable, including A.R.S. § 23-214(A). Should Gorman perform any work knowing it to be contrary to applicable laws, ordinances, rules building codes and/or regulations, it shall assume full responsibility therefore, and shall bear all costs incurred due to its negligence. The certification for such compliance is attached as *Exhibit F* to this Agreement.

4.4 Gorman shall acknowledge the contributions of the City of Tempe CDBG and HOME Program in all published literature, brochures, programs, fliers, etc., during the term of this Agreement.

4.5 Gorman agrees to comply with Section 319 of Public Law 101-121 (31 U.S.C. § 1352). The certification for such compliance is attached as *Exhibit B* to this Agreement.

4.6 Gorman agrees that City of Tempe residents who are veterans and currently receive a housing subsidy from the City shall be given preference in the process used to select renters for the residential units within the Project, subject to the limitations established under IRC Section 42. Gorman shall operate the tenant selection process for the Project in accordance with the description set forth in the Development Plan (pages 12 through 14).

4.7 Gorman has submitted an application to the Arizona Department of Housing for 2015 Low Income Housing Tax Credit (LIHTC) financing for the Project as contemplated in the Development Plan and that application was awarded an allocation of tax credits on June 30, 2015.. Gorman agrees to comply with all of the regulations and guidelines established by the Arizona Department of Housing related to any LIHTC award.

4.8 City agrees to:

4.8.1 Provide technical assistance to Gorman in satisfying its obligation to comply with applicable federal guidelines governing the use of CDBG and HOME funds.

4.8.2 If applicable, complete all environmental review requirements as described in 24 CFR Part 58.

4.8.3 Provide \$318,772 in HOME funds to Gorman.

4.8.4 Provide 15 project-based vouchers for Section 8 housing pursuant to Chapter 17 of the City of Tempe Housing Choice Voucher Program Administrative Plan and HUD implementing regulations at 24 CFR Part 983. City and Gorman shall take such actions and execute such documents as are necessary to comply with the requirements of said Chapter 17, including without limitation, the HUD-approved form of HAP contract.

ARTICLE V NON-DISCRIMINATION

5.1 Gorman shall not discriminate against any employee or applicant for employment because of gender identity, sexual orientation, race, color, gender, religion, national origin, familial status, age, disability or status as a U.S. military veteran.

5.2 Gorman shall take affirmative action in employment to ensure that employees are treated during employment, without regard to their gender identity, sexual orientation, race, color, gender, religion, national origin, familial status, age, disability and status as a U.S. military

veteran. The scope of non-discrimination shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training.

5.3 Gorman agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of nondiscrimination as described in this Agreement.

5.4 Gorman shall not discriminate against any applicant for service because of gender identity, sexual orientation, race, color, gender, religion, national origin, familial status, age, disability or status as a U.S. military veteran. Gorman shall, in all solicitations or advertisements, state that all qualified applicants will receive consideration for employment or service without regard to gender identity, sexual orientation, race, color, gender, religion, national origin, familial status, age, disability and status as a U.S. military veteran.

ARTICLE VI INDEMNIFICATION

6.1 Liability and Indemnification. Gorman shall indemnify, protect, defend and hold harmless the City, its Council members, officers, employees and agents from any and all third party claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and cleanup actions of any kind, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, out of the performance or breach of this Agreement by Gorman.

ARTICLE VII DEFAULT; REMEDIES; TERMINATION

7.1 Events Constituting Default. A party hereunder shall be deemed to be in default under this Agreement if such party breaches any obligation required to be performed by the respective party hereunder within any time period required for such performance, including, without limitation, any failure to comply with the Schedule of Performance attached hereto as *Exhibit C*, and such breach continues for a period of thirty (30) days after written notice thereof given by the non-defaulting party specifying in reasonable detail the nature of such breach.

7.2 Gorman's Remedies. If City is in breach under this Agreement and fails to cure any such breach within the time period required therefore as set forth in Section 7.1 above, then Gorman shall have the right to terminate this Agreement upon written notice delivered to the City, and may, in addition, pursue any and all other rights and remedies provided by law.

7.3 City's Remedies; Right to Repurchase. If Gorman is in breach under this Agreement by failing to develop the Project Property in accordance with the Schedule of Performance attached hereto as *Exhibit C*, or failing to comply with the requirements set forth in

Article II, and Gorman thereafter fails to cure any such breach within the time period described in Section 7.1 above, then City shall have the right to terminate this Agreement immediately upon written notice to Gorman and, if it so elects, within one hundred-eighty (180) days after notice of termination, to repurchase all or any portion of the Project Property previously conveyed to Gorman at the same Purchase Price paid by Gorman as set forth in Section 3.3 hereof.

7.4 Consummation of Repurchase. If City exercises its right to repurchase all or any portion of the Project Property in accordance with Section 7.3, Gorman shall execute and deliver to City a special warranty deed reconveying title to such reacquired portion of the Project Property. City shall take title subject to any mortgage or deed of trust recorded against the Project Property.

7.5 Development Rights in the Event of Termination. Upon the termination of this Agreement as provided herein, Gorman shall have no further rights to develop the Project Property as contemplated herein or to receive any other benefits described herein.

ARTICLE VIII CONFLICT OF INTEREST; REPRESENTATIVES NOT INDIVIDUALLY LIABLE

8.1 Conflict of Interest. Pursuant to Arizona law, rules and regulations, including A.R.S. § 38-511, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested.

8.2 No Personal Liability. No member, official or employee of the City shall be personally liable to Gorman, or any successor or assignee, (a) in the event of any default or breach by the City, (b) for any amount which may become due to Gorman or its successor or assign, or (c) pursuant to any obligation of the City under the terms of this Agreement.

ARTICLE IX GENERAL PROVISIONS

9.1 Notices. All notices, demands and other communications to be given pursuant to this Agreement shall be in writing, and shall be deemed to have been given upon personal delivery or three business days after deposit in the United States mail, registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

To Gorman: Brian Swanton, Arizona Market President
Gorman & Company, Inc.
4700 N. Central Avenue, Suite 117
Phoenix, AZ 85012

To the City: City Manager
City of Tempe
31 East Fifth Street
Tempe, Arizona 85281

With a copy to: City Attorney
City of Tempe
21 E. 6th Street, Suite 201
Tempe, Arizona 85281

Either party may designate any other address for this purpose by written notice to the other party in the manner described herein. As used in this Agreement, "*business day*" shall mean a day other than a Saturday, Sunday or a day observed as a legal holiday by the United States government, the City or the State of Arizona.

9.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

9.3 Successors and Assigns. This Agreement shall run with the Project Property and all of the covenants and conditions set forth herein shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. Gorman represents that the Arizona Department of Housing requires the named recipient of the 2015 Low Income Housing Tax Credit reservation to be the owner of the tax credit project. The City acknowledges and consents to Gorman conveying the Project Property to Valor on Eighth, LLC, a Wisconsin limited liability company registered to do business in the State of Arizona, the project owner and recipient of the 2015 Low Income Housing Tax Credit reservation.

9.4 Waiver. No waiver by either party of any breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant or condition herein contained.

9.5 Attorneys' Fees. In the event of any actual litigation between the parties in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party all of its costs and fees, including reasonable attorneys' fees, which shall be determined by the court and not by the jury.

9.6 Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by law.

9.7 Schedules and Exhibits. All schedules and exhibits attached hereto are incorporated herein by this reference as though fully set forth herein.

9.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

9.9 Recordation of Agreement. This Agreement shall be recorded in the Official Records of Maricopa County, Arizona, within ten (10) days after its approval and execution by the City.

9.10 No Partnership or Joint Venture. Under no circumstances shall the parties hereto be considered partners or joint venturers.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

ATTEST:

“CITY”

THE CITY OF TEMPE, an Arizona municipal corporation

Brigitta M. Kuiper, City Clerk

APPROVED AS TO FORM:

By _____
Mark W. Mitchell, Mayor

Judith R. Baumann, City Attorney

STATE OF ARIZONA)
)ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____day of _____, 2016, by Mark W. Mitchell, the Mayor of the City of Tempe.

Notary Public

“GORMAN”

Gorman & Company, Inc.

By _____
Its: _____

STATE OF WISCONSIN)
)ss
COUNTY OF DANE)

The foregoing Development and Disposition Agreement was acknowledged before me this
____ day of _____, 2016, by _____, _____ of
Gorman & Company, Inc.

Notary Public

LIST OF EXHIBITS

- Exhibit A - Legal Description of Project Property
- Exhibit B - Certification: SECTION 319 OF PUBLIC LAW 101-121
- Exhibit C - Schedule of Performance
- Exhibit D - Form of Special Warranty Deed
- Exhibit E - Certificate of Completion
- Exhibit F - Immigration and Regulations Certifications

Exhibit A
Legal Description of Project Property

1001 E 8th Street.

Exhibit B

CERTIFICATION
SECTION 319 OF PUBLIC LAW 101-121

THE UNDERSIGNED CERTIFIES, to the best of his or her knowledge and belief, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature

Date

NAME:

TITLE:

Exhibit C
Schedule of Performance

1. The Community Development Department must receive approvals for zoning, replatting, site plans, civil plan, and design for each improvement within 14 months of notification of LIHTC financing award from ADOH.
2. Substantial completion of construction (except for “punch list” items) of all Project Improvements must be achieved by December 31, 2017.

Exhibit D
Example of Special Warranty Deed

SPECIAL WARRANTY DEED

The CITY OF TEMPE, an Arizona Municipal Corporation, as grantor, hereby conveys to GORMAN & COMPANY, INC, as grantee, title in fee simple to the following described real property in Maricopa County, Arizona:

See Exhibit A attached hereto and incorporated herein

SUBJECT TO current real property taxes and other assessments; patent reservations; and all easements, rights of way, covenants, conditions, restrictions and other matters as may appear of record or which an accurate survey or inspection would reveal.

AND Grantor hereby binds itself and its successors to warrant and defend the title against all of the acts of Grantor and no other, subject to the matters above set forth.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed on this ____ day of _____, 2016.

CITY OF TEMPE,
an Arizona municipal corporation

By: _____
Mark W. Mitchell, Mayor

ATTEST:

Brigitta M. Kuiper, City Clerk

APPROVED AS TO FORM:

Judith R. Baumann, City Attorney

STATE OF ARIZONA)

) ss.

COUNTY OF MARICOPA)

Acknowledged before me this ____ day of _____, 2016, before me, the undersigned officer, by Mark W. Mitchell, the Mayor of the City of Tempe, who acknowledged that he executed the foregoing instrument for the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY SEAL:

Notary Public

EXHIBIT E

Certificate of Completion

When recorded, return to

City of Tempe
31 East Fifth Street
Tempe, Arizona 85281
Attention: City Clerk

CERTIFICATE OF COMPLETION

In accordance with the terms of the Development and Disposition Agreement dated _____, 2014, by and between the CITY OF TEMPE (CITY) and GORMAN & COMPANY, INC., and recorded _____ at Recorders No. _____, this Certificate of Completion is issued for the building located on the following described parcel of land:

Construction of improvements was initiated on or about _____, and was completed on or about _____, as evidenced by the Letter of Compliance attached as **Exhibit A**.

Dated: _____.

Respectfully,

Community Development Manager
City of Tempe, Arizona

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing Certificate of Completion, consisting of two (2) pages, was acknowledged before me this _____ day of _____, 2014, by _____ the Community Development Manager of the City of Tempe, an Arizona municipal corporation, and that in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

EXHIBIT F
IMMIGRATION LAW AND REGULATIONS CERTIFICATION

The President's Executive Order 13465 of June 6, 2008 and Arizona Revised Statutes (A.R.S.) Section 41-4401, require the City of Tempe to ensure that each government entity, contractor and subcontractor it conducts business with complies with federal immigration laws and regulations that relate to their employees and A.R.S. Section 23-214, Subsection A. All governmental entities, vendors, contractors and subcontractors MUST certify use of the *E-Verify* system established by the Department of Homeland Security.

All applicants must certify compliance with items 1 and 2 below.

1. The government entity, organization or company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States Immigration laws. The government entity, organization or company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the County if such inspection is requested; and
2. By the date of the delivery of the product and/or performance of services, the government entity, organization or company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the Maricopa County.

I certify that the government entity, organization or company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Name: _____

Date: _____

Authorized Signature: _____

Telephone Number: _____

Printed Name: _____

Title: _____