

RESOLUTION NO. 24-04

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MARICOPA, ARIZONA APPROVING AND ADOPTING A FISCAL AGENT/GRANT AGREEMENT IN SUPPORT OF THE FUNDING AWARDED BY THE AK CHIN INDIAN COMMUNITY TO THE MARICOPA UNIFIED SCHOOL DISTRICT.

WHEREAS, on July 19, 2022, the Mayor and City Council approved Resolution 22-38 supporting the Maricopa Unified School District (“Grantee”) submission of a grant application to the Ak-Chin Indian Community for the renovation and revival of the old gym at the Maricopa High School; and

WHEREAS, the Ak-Chin Indian Community desires to award a 12% Contribution Grant to the Grantee for the exclusive purpose of the project proposed in the application (“Project”), which the Grantee wishes to accept; and

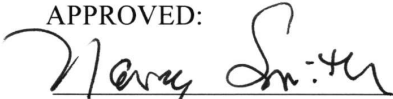
WHEREAS, non-profit organizations, which provide a service for the general public, may benefit from 12% Contribution funds provided that a city, town, or county will (1) accept the funding on behalf of the non-profit organization’s behalf and (2) provide that funding to the non-profit, thereby acting in the capacity as a fiscal agent for the non-profit; and

WHEREAS, the City of Maricopa is willing to act as a fiscal agent for the Maricopa Unified School District (“Grantee”), and is willing to accept, on behalf of the Grantee, grant funding offered to the Grantee.

NOW, THEREFORE, BE IT RESOLVED BY, the Mayor and City Council of the City of Maricopa, Arizona, that the City of Maricopa, Arizona by the requisite vote of its City Council hereby approves and adopts, and authorizes and instructs its Mayor to sign on behalf of the City of Maricopa, the Fiscal Agent/Grant Agreement with Ak-Chin Indian Community and the Maricopa Unified School District in the form attached to and made a part of this Resolution.

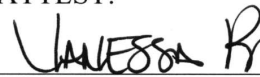
PASSED AND ADOPTED by the Mayor and City Council of the City of Maricopa, Arizona this 16th day of January, 2024.

APPROVED:



Nancy Smith
Mayor

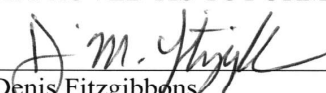
ATTEST:



Vanessa Bueras, MMC
City Clerk
{00279907}



APPROVED AS TO FORM:



Denis Fitzgibbons
City Attorney

**Fiscal Agent/Grant Agreement
Among
Ak-Chin Indian Community
and
City of Maricopa
and
Maricopa Unified School District**

This Fiscal Agent/ Grant Agreement ("Agreement") is entered into as of the date of execution by all parties, by and among the Ak-Chin Indian Community ("Community"), a federally recognized Indian tribe having its principal place of business at 42507 W. Peters and Nall Road, Maricopa, Arizona 85138, the City of Maricopa ("Municipality"), a city incorporated under the laws of the State of Arizona having its principal place of business at 39700 West Civic Center Plaza, Maricopa, Arizona 85138, for the benefit of Maricopa Unified School District, a state school district having its principal place of business at 44150 W. Maricopa-Casa Grande Highway, Maricopa, Arizona, 85138.

RECITALS

WHEREAS, pursuant to Article IV, Section (b) of the Constitution of the Ak-Chin Indian Community, the Community Council is authorized to "negotiate and enter into contracts with federal, state, local and tribal governments, and with individuals, associations, corporations, enterprises, or organizations"; and

WHEREAS, the Municipality is a city, town, or county government that can legally accept grant funding, is willing to act as a fiscal agent for the Grantee, and is willing to accept, on behalf of the Grantee, grant funding offered to the Grantee; and

WHEREAS, the Grantee is a non-profit organization that, pursuant to its Articles of Organization can enter into agreements, such as this Agreement, and accept grant funding thereunder; and

WHEREAS, pursuant to Section 12 of the Tribal/State Gaming Compact between the Community and the State of Arizona ("Compact"), in exchange for substantial exclusivity covenants by the State, the Community agreed to contribute a portion of its annual gaming revenues for regulatory costs and other public benefits; and

WHEREAS, pursuant to Compact Section 12(d), instead of making a deposit to the State, the Community may award up to 12% of its annual contribution ("12% Contribution") directly to cities, towns, or counties of the Community's choosing, for services that benefit the general public; and

WHEREAS, non-profit organizations, which provide a service for the general public, may also benefit from 12% Contribution funds provided that a city, town, or county will (1) accept the funding on behalf of the non-profit organization's behalf and (2) provide that funding to the non-profit, thereby acting in the capacity as a fiscal agent for the non-profit; and

WHEREAS, the Grantee is a non-profit organization and has made arrangements with the Municipality whereby the Municipality will accept a grant on behalf of the Grantee and act as a fiscal agent so that the Grantee may receive a 12% Contribution; and

WHEREAS, the Grantee submitted an application ("Application") to the Community for a grant from the 12% Contribution ("Grant") which, among other things, included assurances that the Municipality would work with the Grantee for the purpose of obtaining the Grant funding; and

WHEREAS, the Community desires to award a 12% Contribution Grant to the Grantee for the exclusive purpose of supporting select expenditures and tasks of the project proposed in the Application ("Project"), which the Grantee wishes to accept.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Community hereby agrees to make, and the Grantee agrees to accept, with the Municipality acting as the fiscal agent, the Grant, subject to the following terms and conditions:

ARTICLE I - GENERAL PROVISIONS

1.1 **Contents of Agreement.** The agreement between the parties will consist of this Agreement and the Grantee's Application ("Application," as defined further in Section 1.2), which (a) was signed by the Grantee on June 23, 2022 (and the Municipality on June 23, 2023), and (b) seeks funding for the Project ("Project" is defined below in Section 1.2), that the Grantee submitted to the Community for consideration in awarding this Grant and which is attached hereto and incorporated herein by this reference as Attachment "A."

1.2 **General Definitions.** Unless otherwise provided herein, when used in this Agreement:

- (a) "**Application**" means the application submitted by the Grantee, which is attached hereto and incorporated herein as Attachment "A" and which includes the following: (1) the Ak-Chin Indian Community Grant Cover Sheet, (2) the narrative submitted by the Grantee, (3) the documentation showing that the Municipality has agreed to accept funding on behalf of the Grantee, (4) any and all attachments to the Application (including, but not limited to, proof of tax-exempt status), and (5) any and all other documents submitted to the Community by the Grantee or the Municipality related to

the Grantee's Application and submitted in consideration for receiving a Grant.

- (b) "Fiscal agent" means the Municipality, which has agreed, and is authorized by the Grantee, to conduct only the following transactions: (1) accepting the Community's 12% Contribution Grant funding on behalf of Grantee and (2) promptly disbursing the Community's 12% Contribution Grant funding to Grantee. Municipality shall make every effort to disburse the funding to the Grantee within thirty (30) days from the date on which the Municipality receives the Grant funding from the Community.
- (c) "Grant" means funding awarded by the Community as a part of the Community's 12% Contribution.
- (d) "Project" means the "Renovation and Revival of the "Old Gym" at Maricopa High School" project proposed in the Application.

ARTICLE II - TERM

2.1 The term of this Agreement ("Term") will commence upon the effective date ("Effective Date") which shall be the later of either 1) the date this Agreement is fully executed by all parties or 2) January 1, 2024.

2.2 Unless otherwise terminated in accordance with the Article IX below or extended upon the approval of the Community, which such approval may be given in the form of a Community resolution, without requiring further written amendment of this Agreement, the Term of this Agreement will expire on occurrence of the first of either: (a) one (1) calendar year from the Effective Date; or (b) the date upon which (i) the Project proposed in the Application (which is more fully described in Article III of this Agreement) is completed and (ii) the Community receives the Grantee's final report, as described more fully in Article X below.

ARTICLE III - SCOPE

The Grantee has overall responsibility for managing the grant funding provided by the Community for the benefit of the Project in accordance with the terms and conditions set forth in this Agreement including all attachments hereto. Further, the Grantee has overall responsibility for the timely completion of the Project proposed in the Application in accordance with the terms and conditions set forth in this Agreement. The Grantee agrees and shall use the Grant exclusively for the Project as detailed in the Application unless otherwise approved by the Community, which such approval may be given in the form of a Community resolution, without requiring further written amendment of this Agreement. Beyond acting as a fiscal agent and accepting Grant funding on behalf of the Grantee, the Municipality assumes no responsibility for participating in the Project, supporting the Grantee, or ensuring that the Grantee fulfills all obligations under this Agreement.

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ARTICLE IV - AMOUNT AND AUTHORIZED USES OF GRANT FUNDS

4.1 In consideration of the various obligations undertaken by the Grantee pursuant to this Agreement, as represented by the Grantee in the Application proposing the Project, the Community agrees, subject to the terms and conditions set forth herein, to provide the Grantee with a Grant in the amount of TEN THOUSAND DOLLARS (\$10,000.00), which is one-time funding, the funding for which shall be accepted by the Municipality on behalf of the Grantee.

4.2 The Grantee will use the Grant exclusively to support the Project for those services and activities represented in the Application, EXCEPT salaries and wages, but which may include costs attributable to and arising from providing those services and activities that are part of the Project. The Grantee bears the responsibility for monitoring and ensuring that the funding is used for only those purposes, services, and activities included in Attachment A.

4.3 The Grant made under this Agreement has been awarded in reliance upon the Grantee's proposal in the Application, including certain representations made by the Grantee regarding the Grantee's arrangement with the Municipality to act as Grantee's fiscal agent regarding Grant fund acceptance. Any material change in the term or scope of the Project must first be approved by the Municipality in writing prior to submitting such request to the Community; then, such a request must be presented to the Community for written approval of the Community, which may be given in the form of a Community Resolution without requiring further written amendment of this Agreement.

4.4 The Grantee must notify the Community if the relationship between the Grantee and the Municipality changes in such a manner that the Municipality is no longer willing to collaborate with the Grantee and act as a fiscal agent for the Grantee.

4.5 The Community reserves the right to terminate this Agreement, pursuant to Article IX, if either the Grantee or the Municipality fails to fulfill its respective obligations under this Agreement or if the Project changes in a material way.

4.6 Title to any property, both real and personal, purchased with this Grant shall be taken in the name of the Grantee; provided that, if the Grantee fails to fulfill its obligations under this Agreement during the Term of the Agreement, the property shall be returned to the Community for contribution to another eligible recipient. The Municipality may choose to act, but is not required to so act, as a purchasing agent for the Grantee; provided that any property purchased with Grant funding shall become the property of the Grantee, subject to the limitations provided in this Article IV, Section 4.6. At the conclusion of the Term, the Community will not retain any rights or interests in any property purchased with this Grant.

4.7 Unless otherwise stipulated in writing, this Grant is made with the understanding that the Community has no obligation to provide the Grantee with any other funding or support except the amount granted in Article IV, Section 4.1 herein.

ARTICLE V - DISBURSEMENT OF GRANT

5.1 Upon the Community's receipt of a fully executed copy of this Agreement and a copy of the Municipality's W-9, the Community will arrange to issue to the Municipality Grant funding in the amount set forth in Article IV, Section 4.1. Unless otherwise requested by the Municipality, the Grant funding will be sent via FedEx or other express mail service to the Municipality at the address provided in Article XII, Section 12.2, below.

5.2 Upon receipt of the Grant funding, the Municipality will follow its own internal administration and processing policies to accept and subsequently provide the funding to the Grantee; provided that such administration and processing period shall not take more than three (3) months from the date on which the Municipality receives funding from the Community. The Municipality may not charge the Grantee or the Community any administration, management, or other fee for acting as the fiscal agent.

ARTICLE VI – MUNICIPALITY'S REPRESENTATIONS, WARRANTIES, AND SPECIFIC OBLIGATIONS

6.1 By executing this Agreement, the Municipality represents and warrants that:

(a) All resolutions or other formalities necessary to authorize the execution and delivery of this Agreement by the person executing this Agreement on behalf of the Municipality have been fully adopted, passed, or enacted by the Municipality's governing body.

(b) This Agreement is valid and legally binding upon the Municipality and has been executed and delivered by the Municipality in such manner and form as to comply with all laws, regulations, and policies applicable to the Municipality.

(c) The Municipality will not assess any fee, tax, or other charge upon either the Grantee or the Community in relation to this Agreement or any administrative or management obligation arising hereunder.

(d) Upon receipt of the Grant from the Community, the Municipality will act as promptly as possible to provide the Grant funding to the Grantee; provided that, the Municipality shall provide the Grant funding to the Grantee within three (3) months of receiving the funding from the Community.

6.2 The Municipality acknowledges that nothing contained in this Agreement, nor any act of the Community, the Municipality, or the Grantee, will be deemed or construed to create any principal and agency, partnership, joint venture, or other similar association or relationship among the Community and the Municipality or the Grantee.

ARTICLE VII – GRANTEE’S REPRESENTATIONS, WARRANTIES, AND SPECIFIC OBLIGATIONS

7.1 By executing this Agreement, the Grantee represents and warrants that:

(a) The Grantee is duly organized and validly existing under Arizona law, is exempt from federal income taxes under Section 501(c) (3) of the Internal Revenue Code (or some other applicable provision) and has all requisite power and authority to enter into this Grant Agreement and accept this Grant funding.

(b) This Agreement is valid and legally binding upon the Grantee and has been executed and delivered by the Grantee in such a manner and form as to comply with all applicable bylaws or organizational documents of the Grantee.

(c) There is no action, proceeding, or investigation now pending, nor any basis therefore, known or believed to exist by the Grantee, which: (i) questions the legal status of the Grantee or its authority, including the Grantee’s or its officers’ ability to enter into and validly execute this Agreement; or (ii) is likely to result in any material adverse change in the authorities, properties, assets, liabilities, or conditions (financial or otherwise) of the Grantee which would materially and substantially impair the Grantee’s ability to manage funding or to perform any of the obligations imposed upon the Grantee by this Agreement.

(d) The representations, statements, and other matters contained in this Agreement and Attachment A are true and complete and are not misleading in any material respect. The Grantee is aware of no change that would require any modification to the approved Application as of the date of execution of this Agreement.

(e) The Grantee will comply with all applicable federal, state, and local laws in carrying out its obligations under this Agreement.

7.2 The Grantee acknowledges that nothing contained in this Agreement, nor any act of the Community, the Municipality, or the Grantee, will be deemed or construed to create any principal and agency, partnership, or joint venture, or other similar association or relationship between the Community and the Grantee.

ARTICLE VIII - DEFAULTS AND REMEDIES

8.1 The Grantee will be considered in default if the Grantee: (a) uses Grant funds for any purpose other than activities related to the Project, or (b) fails to perform its obligations agreed to in this Agreement.

8.2 If the Community has reason to believe that the Grantee has defaulted on any obligations under this Agreement, the Community will issue a Notice of Default (“Default

Notice”) to the Grantee with a copy to the Municipality. No later than thirty (30) calendar days after the Grantee’s receipt of the Default Notice, the Grantee, shall deliver all reports, records, and accountings sufficiently necessary to provide the Community with the current status of the Project, including but not limited to information documenting the Grantee’s use of the grant funding.

8.3 Upon the occurrence of any default, the Community may take appropriate action to recapture the Grant funding. For purposes of this Section, " appropriate action" means any remedial action legally available, including, without limitation, (a) terminating the Agreement, (b) suits for declaratory judgment, specific performance, temporary or permanent injunctions, and (c) and any other available remedy.

8.4 The Community may terminate this Agreement if the Community determines that the Grantee has defaulted on any of its obligations under this Agreement. Prior to terminating the Agreement, the Community will provide written Default Notice to the Grantee and the Grantee has thirty (30) calendar days to either: (a) commence performing as required under the Agreement, which must be proven through documentation showing progress; or (b) provide the Community with reports and other evidence refuting the allegation of default. If the Grantee does not provide evidence of progress to the Community’s satisfaction, the Community may terminate this Agreement. If this Agreement is terminated by the Community, the Grantee shall return to the Community all Grant funding and/or any property purchased with the Grant funding.

8.5 The Municipality will be deemed in default if the Municipality has not provided the Grant funding to the Grantee within three (3) months after accepting Grant funding from the Community.

8.6 The Ak-Chin Indian Community Courts shall have jurisdiction over disputes arising under this Agreement.

ARTICLE IX - TERMINATION OF AGREEMENT

9.1 The Grantee may terminate this Agreement at any time during the Term by providing thirty (30) calendar days’ written notice to the Community and the Municipality and returning **ALL** Grant funding to the Community.

9.2 The Municipality may terminate this Agreement before accepting any Grant funding from the Community. After the Municipality has accepted funding from the Community, the Municipality may only terminate this Agreement if the Municipality has not yet provided the Grant funding to the Grantee. The Municipality must immediately provide written notice of any decision to terminate this Agreement to the Community and the Grantee and must return **ALL** Grant funding received to the Community with the notice of termination.

9.3 The Community may terminate this Agreement if the Community determines that either Grantee or the Municipality has defaulted on its respective obligations agreed upon herein, as explained in Article VIII.

9.4 The Community's rights and remedies will survive termination of the Agreement.

ARTICLE X - CERTIFICATIONS BY GRANTEE

In signing this Agreement, the Grantee certifies that:

- (a) All of the representations and warranties of the Grantee as set forth in this Agreement and the Application are valid and true; and
- (b) The Grant funds awarded will be used for costs actually incurred or to be incurred in fulfillment of the obligations agreed to in this Agreement; and
- (c) The payment requested does not duplicate a payment or reimbursement of costs and services received from any other source.

ARTICLE XI - REPORTS

11.1 During the term of this Agreement, the Grantee must submit progress reports that summarize the expenditures made and provide updates on the general status of the Project no later than thirty (30) calendar days after:

- (a) The first six (6) months of the Term; and
- (b) Completion of the Project or the end of the Agreement Term, whichever occurs first. If a Grant was awarded to make a purchase, the date of delivery of all items shall be deemed completion of the Project.

11.2 Upon request by the Community, the Grantee shall provide promptly such additional information, reports, and documents as the Community may request.

ARTICLE XII - MISCELLANEOUS

12.1 All amendments, notices, requests, and disclosures of any kind made pursuant to this Agreement shall be in writing unless otherwise provided for in this Agreement.

12.2 Any communication will be deemed effective as of the date such communication is received by the addressee, return receipt requested, delivered to the following primary address listed for each party:

<p>If to the Community:</p> <p>PRIMARY ADDRESS</p> <p>CC:</p>	<p>Ak-Chin Indian Community ATTN: Victoria A. Smith 42507 W. Peters and Nall Rd. Maricopa, AZ 85138</p> <p>Strickland & Strickland, P.C. c/o Amy Courson 4400 E. Broadway, Suite 700 Tucson, Arizona 85711</p>
<p>If to the Grantee:</p> <p>PRIMARY ADDRESS</p>	<p>Maricopa Unified School District ATTN: Dr. Tracey Lopeman, Superintendent 44150 W. Maricopa-Casa Grande Highway Maricopa, Arizona, 85138</p>
<p>If to the Municipality:</p> <p>PRIMARY ADDRESS</p> <p>CC:</p>	<p>City of Maricopa ATTN: City Manager 39700 W. Civic Center Plaza Maricopa, AZ 85138</p> <p>Maricopa City Attorney c/o Dennis Fitzgibbons Fitzgibbons Law Offices 1115 East Cottonwood Lane, Suite 150 Casa Grande, AZ 85122</p>

12.3 This Agreement, including any right, benefit, or obligation arising hereunder, may not be transferred or assigned without the prior written approval of the Community. Notice of any assignment approved by the Community must be provided to all other parties by the party requesting the assignment.

12.4 No delay or omission of the Community in exercising any right or remedy available under this Agreement will impair any such right or remedy or constitute a waiver of any default or an acquiescence thereto.

12.5 The invalidity of any provision of this Agreement will not affect the validity of the remaining provisions hereof.

12.6 This Agreement, and any attachments or incorporated documents, constitutes the entire agreement between the Community, the Municipality, and the Grantee, and

supersedes all prior oral and written agreements between the parties hereto with respect to this Grant. Notwithstanding the provisions of Article I, Section 1.1 of this Agreement, in the event of any inconsistency between the provisions of this Agreement and anything contained in Attachment A, the provisions of this Agreement will prevail.

12.7 This Agreement may be executed in any number of counterparts. All such counterparts will be deemed to be originals and together will constitute but one and the same instrument.

12.8 Upon the Community's prior written approval, the Grantee is permitted to issue press releases and host other publicity events highlighting the Grant from the Community.

12.9 The Community reserves and has the exclusive right to waive any requirement or provision under this Agreement; provided that, no act, by or on behalf of the Community, will be deemed or construed to be a waiver of any such requirement or provision, unless the same be in writing expressly stated to constitute such waiver.

12.10 Notwithstanding any other provision herein to the contrary, nothing in this Agreement shall be deemed a waiver of any party's applicable sovereign immunity. The Community and the Municipality shall have no liability for any of the Grantee's actions under or pursuant to this Agreement. The Grantee agrees to be responsible for liabilities arising from all claims, damages, or suits arising from the negligence or willful misconduct of its officers, agents, and employees.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective, duly authorized representatives, as of the day and year written below.

COMMUNITY:
AK-CHIN INDIAN COMMUNITY

Robert Miguel
Chairman

GRANTEE:
CITY OF MARICOPA

Nancy Smith
Mayor

Nancy Smith 1/16/2024

ATTEST:

Victoria A. Smith
Council Executive Secretary

ATTEST:

Vanessa Bueras
City Clerk



GRANTEE:

Maricopa Unified School District

_____/_____/_____
Dr. Tracey Lopeman
Superintendent

ATTEST:

Name:

Title: _____

2022 Ak-Chin Indian Community Grant Application Cover Sheet

Name of Applicant: Maricopa Unified School District	Applicant is a: <input type="checkbox"/> City/Town/County (circle) <input checked="" type="checkbox"/> Other Public School District
Mayor/Supervisor/Chairman/President: Dr. Tracey Lopeman, Superintendent	
Contact Person and Title: Dr. Tracey Lopeman, Superintendent	
Applicant Address (administrative office): 44150 W. Maricopa-Casa Grande Highway	
City: Maricopa	Zip Code: 85138
Applicant Mailing Address (if different):	
City:	Zip Code:
Phone Number: 520-568-5100	Fax Number: 520-568-5110
E-mail Address: tlopeman@musd20.org	
Fiscal Agent for any Applicant that is not a City, Town, or County (Special Taxing Districts/Fire Districts must have a Fiscal Agent)	
Contact Person: Ricky Horst	
City/Town/County Mailing Address: 39700 W. Civic Center Plaza	
City: Maricopa	Zip Code: 85138
Phone Number: 520-316-6811	Fax Number: 520-316-6803
E-mail Address: rick.horst@maricop-az.gov	

JUN 28 2022

Program or Project Name:
Purpose (Check all that apply) <input checked="" type="checkbox"/> education <input type="checkbox"/> public safety <input checked="" type="checkbox"/> health <input type="checkbox"/> environment <input type="checkbox"/> promotion of commerce <input checked="" type="checkbox"/> economic and community development
Purpose of Grant (brief statement):
Maricopa Unified School District requests \$3,967,511.00 for the Renovation and Revival of the "Old Gym" at Maricopa High School. Estimate and scope of work is contained in the application and includes construction, furnishings and equipment, and soft costs related to the project.
Beginning and Ending Date of January 2023 – June 2024
Program or Project:
Amount Requested: \$3,967,511.00 Total Cost: \$3,967,511.00
Geographic Area Served: City of Maricopa, Maricopa Unified School District, Ak-Chin Community

By the execution of this Grant Application the undersigned agrees that the information contained in this Application is true, to the best of the Applicant's knowledge. The Applicant shall notify the Community if any information in this Application changes

Signature: Tracey Lopeman Date: 6-23-22
For the Applicant:

Typed/Printed Name and Title: TRACEY LOPEMAN, SUPERINTENDENT

For the Fiscal Agent: Ricky Horst Date: 6/23/2022
(If applicable)

Typed/Printed Name and Title: Ricky A. Horst, City Manager

**2022 Prop 202 12% Grant Program Application
Maricopa Unified School District**

A. Purpose of Grant

1. The Project

When he was a senior and Homecoming King at Maricopa High School, did Robert Miguel imagine that thirty-some years later he would become the twice-elected Chairman of the Ak-Chin Community? Did Chairman Miguel's friend, Thad Miller, Varsity basketball player and MHS representative at Boys State know that he would serve as the principal of Maricopa Wells Middle School? Maricopa Rams and current-day community leaders, Chairman Robert Miguel and MWMS Principal Thad Miller personify the history and kinship of the Ak-Chin Community and Maricopa High School in Maricopa Unified School District. The roots of friendship beckon us to envision how the relationship between the Ak-Chin Community and MUSD can manifest the renovation and revival of the "Old Gym" into a thriving center for school and community use while serving as a shrine to the greatness of present and past MHS Athletes and the Ak-Chin Elders who came before.

**Maricopa Unified School District requests \$3,967,511.00
for the Renovation and Revival of the "Old Gym" at Maricopa High School.**

An estimate and scope of work is contained in the application and includes construction costs, furnishings and equipment investments, and soft costs related to the project.

2. Target Population

Located on the campus of Maricopa High School in the Maricopa Unified School District, the primary population served are the 2,100 students of MHS, which includes members of the Ak-Chin Community. During the school day, PE classes, other classes related to specific sports (weight training, conditioning, etc.), and any other school-related class, club, or organization would use the facility. After school hours, the facility would be used for athletic practice and other school or school district activities and events, which makes the space available to all 8,100+ students in MUSD.

The District would invite the Ak-Chin Community Council to enter into an agreement for the Ak-Chin Community's use of the facility for purposes unique to the Community's needs. According to the Official Website of the Ak-Chin Community, there are just over 1,100 tribal members. The terms of the agreement would recognize and account for the generosity demonstrated by the Ak-Chin Community should the project be selected for funding.

As is customary with all MUSD facilities, the renovated and revived gym would also be available for use by the City of Maricopa whose population is over 50,000 according to the 2020 census. The entire community, every resident of the Ak-Chin Community and

**2022 Prop 202 12% Grant Program Application
Maricopa Unified School District**

every resident of the City of Maricopa, could, potentially, find themselves enjoying the space, benefiting from athletics or the spirit of competition, and paying homage to the unique history of the area.

3. Project Goals and Objectives

Currently, the “old gym” is a relic of the past. Wood floors and rafters remember Ram Pride and seep with Native basketball tradition. The lobby recalls trophy cases, popcorn sales, and ranking third in the State in 1986. It is beautiful, historic, and unusable. Today, this monument calls for structural upgrades, begs to be rejuvenated, and cries for the return of competition.

The Renovation and Revival of the Old Gym at Maricopa High School serves the pursuit of

MUSD Goal 4: Community Pride through excellent customer service, sound business practices, open and effective communication, and safe and attractive facilities.

Strategy H. Develop mutually beneficial partnerships.

Strategy I: Maintain safe and attractive facilities for all students, staff, and community members.

Currently, the “Old Gym” is in a serious state of disrepair. To be a safe and attractive facility, as desired in Goal 4, and useful year-round, the renovations are necessary. Beyond the obvious structural needs, the “Old Gym” needs a new name that reflects the indigenous foundation of land on which it sits. The broader goal of the project is the transformation of a gym into a symbol of the Ak-Chin Community’s prominence in our past and future.

4. Timeline

July 2022: Submit Grant Application

September 2022: Notification of Funding or Notification of Denial Funding

If funding is granted, begin negotiation of final terms of grant prior to December 31, 2022.

January 2023: Receipt of Funding

February 2023: Recommendations for Procurement of Architect and Contractor

June 2023: Guaranteed Maximum Price submitted to MUSD Governing Board

July 2023: Construction Begins

Spring 2023: Rename Facility

June 2024: Grand Opening

**2022 Prop 202 12% Grant Program Application
Maricopa Unified School District**

B. Resources

1. Current Funding Sources

Currently, the 12% Contribution Grant from the Ak-Chin Indian Community is the only source of funding for the Renovation and Revival of the "Old Gym" at Maricopa High School. The Prop 202-12% Contribution Grant from the Ak-Chin Indian Community is a one-time-only funding source.

2. Other Organizations and Partners

Maricopa Unified School District invites the Ak-Chin Community's input when considering partners and expects sole decision-making authority in the selection of architect, contractor, and related service providers.

3. Project Sustainability

Once granted the funding to pursue construction, Maricopa Unified School District accepts full responsibility for ongoing maintenance, operation, and sustainability of the Renovated and Revived "Old Gym" at Maricopa High School.

4. Funding from Arizona Tribes

Funding from other Arizona tribes will not be sought. In the past five years, the Ak-Chin Indian Community provided laptop computer devices for all students at Maricopa Wells Middle School.

C. Reports

The Governing Board and Superintendent of MUSD look forward to reporting to the Ak-Chin Community about progress of the project and use of funds. Monthly reports on construction progress will be provided in person, or in a manner preferred by the Ak-Chin Community Council. Furthermore, the Ak-Chin Community will be invited to quarterly events that commemorate significant benchmarks in construction progress.

D. Budget

Conceptual Budget Included
Campus Renovation: \$3,234,192
Special Systems: \$110,422
Gymnasium Equipment & Seats: \$122,897
Soft Costs, FFE: \$500,000
Total Budget: \$3,967,511

E. Additional Information

Documents include: project budget; letter from City Manager Ricky Horst stating willingness to act as Fiscal Agent; letter of special tax status.

Conceptual Budget
 Maricopa Unified School District 20
Maricopa High School Campus Renovation
 May 31, 2022

Schedule Of Values

DIV	DESCRIPTION	Existing Locker Room to Lobby & Restrooms - Blue	Renovate Existing Gym - Yellow	Renovate Existing Gym Locker Room - Brown	Existing Restrooms/ Shower Building - Orange	Sitework	TOTAL COST
1A	Project Requirements	9,685	10,755	3,601	4,537	324	28,902
1B	Survey & Layout	9,000	0	0	0	0	9,000
2A	Demolition & Asbestos Abatement Allowance	32,025	40,170	13,302	15,962	0	101,459
3A	Concrete	53,363	0	0	0	15,000	68,363
4A	Masonry	100,232	5,500	0	0	0	105,732
6A	Rough Carpentry	61,482	18,000	16,245	26,220	0	121,947
6B	Millwork	15,000	0	0	0	0	15,000
7A	Insulation	4,503	2,000	1,245	2,010	0	9,758
7B	Roofing & Sheet Metal	63,800	56,160	7,040	11,362	0	138,362
7D	Skylights	0	40,272	0	0	0	40,272
7F	Caulking & Sealants	2,760	3,024	379	612	1,050	7,825
8A	Doors Frames & Hardware	25,661	47,464	22,700	11,350	0	107,175
8C	Glass & Glazing	16,875	51,060	12,000	8,000	0	88,555
9A	Framing & Drywall	41,932	0	21,516	31,657	0	95,104
9B	Stucco/EIFS	6,726	0	0	0	0	6,726
9C	Tile	20,160	0	21,600	26,400	0	68,160
9D	Acoustical Assemblies	3,200	0	4,332	6,992	0	14,524
9E	Flooring	13,322	44,360	11,778	19,010	0	88,469
9F	Paint	11,905	30,091	10,514	12,163	0	64,672
10A	Specialties	5,992	0	9,257	20,559	0	35,807
10B	Signage	600	900	800	800	0	3,000
11A	Athletic Equipment	0	0	3,500	3,500	0	7,000
12A	Window Coverings	2,800	0	0	0	0	2,800
21A	Fire Protection	9,800	34,560	4,332	6,992	0	55,684
22A	Plumbing	96,101	3,825	68,161	64,128	5,000	237,215
23A	HVAC	76,300	268,180	35,802	56,251	0	436,533
26A	Electrical	84,000	147,100	16,245	26,220	0	273,565
26B	Fire Alarm	19,800	71,280	8,935	14,421	0	114,436
31B	Termite Control	1,400	0	0	0	0	1,400
32B	Landscaping	0	0	0	0	5,000	5,000
	General Conditions	43,883	48,733	16,317	20,557	1,468	130,959
	Testing & Special Inspections	5,000					5,000
	Contingency - Correction of existing concealed conditions and miscellaneous Owner directed work						0
	City of Phoenix water and sewer meter installation & water and sewer Development Fees.						0
	Contractor Contingency	27,202	30,028	10,054	12,687	905	80,855
	Project & Design	32,642	36,033	12,065	15,200	1,086	97,026
	Escalation Contingency	16,321	18,017	6,032	7,600	543	48,513
	Liability Insurance	10,881	12,011	4,022	5,067	362	32,342
	Builders Risk Insurance	5,549	6,126	2,051	2,584	185	16,494
	Payment & Performance Bond	11,969	13,212	4,424	5,573	398	35,576
	Gross Receipts Tax	75,675	83,537	27,970	35,239	2,517	224,938
	Contractor Fee	70,724	78,072	26,140	32,933	2,352	210,222
	TOTAL CONSTRUCTION COSTS:	1,088,069	1,201,112	402,157	506,665	36,190	3,234,192

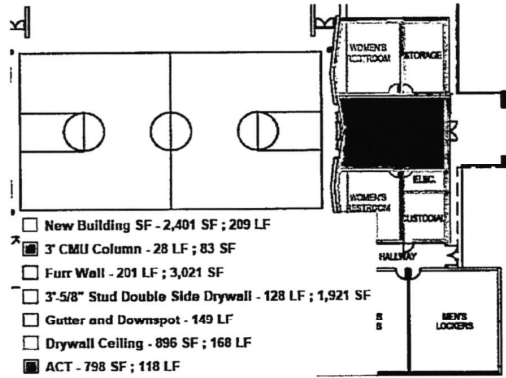
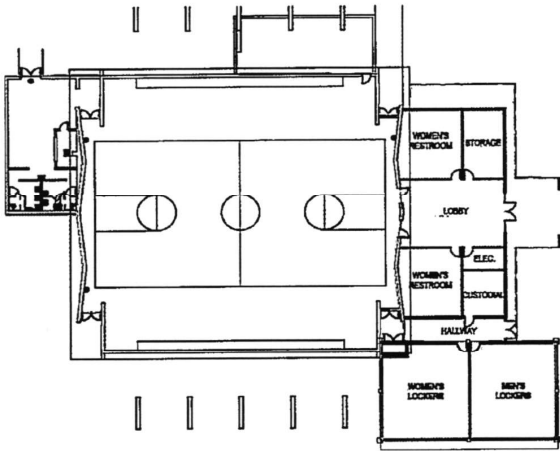
ADD 1 Special Systems (Allowance) 17,506 69,984 8,773 14,159 110,422
 ADD 2 Gymnasium Equipment & Seats 122,897 122,897
Total with Add Alternates \$ 3,467,510.58

Assumption & Allowance

- 1 Carried Allowance for Asbestos Abatement, Total of \$28,000
- 2 Assumed New Lobby & Standalone Restroom to be 60mil TPO Roofing w/ R30 Rigid Insulation
- 3 Estimate Carried 12 New Skylights w/ Barglar
- 4 Assumed All Wet Location to be Salt and Pepper Polish Concrete
- 5 Assumed Gym Wood Floor to be Light Grind and Refinish with Sealer
- 6 Estimate Carried New Gym Equipment w/ Telescoping Basketball Hoops, Score Board, and Wall Padding
- 7 Estimate Carried 225 Seats of Telescoping Bleachers
- 8 Volleyball Equipment and Gym Divider are excluded
- 9 Carried Allowance for Repairing Linear Wood Ceiling at Gym, Total of \$12,000

Conceptual Budget
 Maricopa Unified School District 20
 Maricopa High School Campus Renovation
 May 31, 2022

14,691 SF, Building
 220 /SF





39700 W. Civic Center Plaza
Maricopa, AZ 85138
Ph: 520.568.9098
Fx: 520.568.9120
www.maricopa-az.gov

June 23, 2022

Ak-Chin Indian Community
42507 W Peters and Nall Rd.
Maricopa, AZ 85138

Re: 12% Grant Program Resolution Support

Dear Ak Chin Indian Community,

This letter is in support of Maricopa Unified School District's application for the 12% Grant from the Ak-Chin Community. As part of the application, proof that an Arizona city, town or county is willing to act as fiscal agent for the applicant is required in a form of a resolution. The City Council meeting scheduled for July 5, 2022 has been cancelled. I fully support the district and will present the willingness to act as their fiscal agent and accept funding on their behalf to the City Council at the next scheduled meeting.

Sincerely,

Mr. Rick Horst
City Manager
City of Maricopa



GOVERNING BOARD
Robert Downey, President
Ben Owens, Vice President
AnnaMarie Knorr, Member
Torri Anderson, Member
Dr. Gary Miller, Member

June 23, 2022

Ak-Chin Indian Community
42507 W Peters and Nall Rd.
Maricopa, AZ 85138

SUPERINTENDENT
Dr. Tracey Lopeman, Ed.D

Dear Ak-Chin Community Council Members,

Please accept this letter as affirmation of the special tax status of the Maricopa Unified School District. The Employer Identification Number is:

52-1671314

Please call 520-568-5100 if you have questions.

Sincerely,

A handwritten signature in black ink that reads "Tracey Lopeman". The signature is written in a cursive style.

Dr. Tracey Lopeman
Superintendent

Maricopa Unified School District #20

44150 W. Maricopa-Casa Grande Highway, Maricopa, AZ 85138 | (520) 568-5100 | musd20.org