

## NOTICE OF REGULAR MEETING OF THE GUADALUPE TOWN COUNCIL

THURSDAY, JUNE 22, 2023

6:00 P.M.

GUADALUPE TOWN HALL

9241 SOUTH AVENIDA DEL YAQUI, COUNCIL CHAMBERS  
GUADALUPE, ARIZONA

Valerie Molina  
Mayor

Ricardo Vital  
Vice Mayor

Mary Bravo  
Councilmember

Esteban F. V. Fuerte  
Councilmember

Elvira Osuna  
Councilmember

Joe Sánchez  
Councilmember

Anita Cota Soto  
Councilmember

Agendas/Minutes:  
[www.guadalupezaz.org](http://www.guadalupezaz.org)

Town Council Chambers  
9241 S. Avenida del Yaqui  
Guadalupe, AZ 85283  
Phone: (480) 730-3080  
Fax: (480)-505-5368

Pursuant to A.R.S. 38-431.02, notice is hereby given to the members of the Guadalupe Town Council and to the public that the Guadalupe Town Council will hold a meeting, open to the public, on Thursday, June 22, 2023, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Council Chambers, Guadalupe, Arizona. Meetings are streamed live on Town of Guadalupe Facebook page.

### AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. INVOCATION/PLEDGE OF ALLEGIANCE

D. APPROVAL OF MINUTES

1. Approval of the June 8, 2023, Town Council Regular Meeting Minutes.

E. CALL TO THE PUBLIC: An opportunity is provided to the public to address the Council on items that are not on the agenda or included on the consent agenda. A total of 3 minutes will be provided for the Call to the Audience agenda item unless the Council requests an exception to this limit. Please note that those wishing to comment on agenda items posted for action will be provided the opportunity at the time the item is heard.

F. MAYOR AND COUNCIL PRESENTATION:

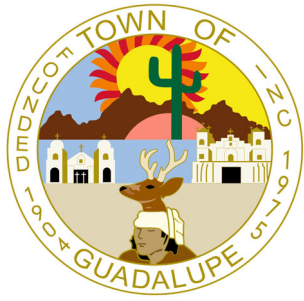
G. DISCUSSION AND POSSIBLE ACTION ITEMS:

#### 1. MARICOPA COUNTY HUMAN SERVICES HOMELESSNESS SERVICES

**AGREEMENT (C2023-14):** Council will consider and may take action to authorize the Mayor, or designee, to sign an intergovernmental agreement (IGA) (C2023-14), between the Town of Guadalupe and Maricopa County administered by its Human Services Department, authorizing the Maricopa County to provide funding in the amount of \$240,000 in American Rescue Plan Act (ARPA) Funds for homelessness services including outreach to unhoused individuals and families, distribute hygiene kits and provide support services to assist with obtaining stable housing. The contract term is June 28, 2023, to September 30, 2026. Approval of the IGA would authorize the Mayor, or designee, to sign all necessary documents in furtherance of this IGA. Council may provide direction to the Town Manager / Clerk.

#### 2. FLOOD CONTROL DISTRICT OF MARICOPA COUNTY GUADALUPE FIRE STATION

**DRAINAGE IMPROVEMENTS AGREEMENT (C2023-15):** Council will consider and may take action to authorize the Mayor, or designee, to sign an intergovernmental agreement (IGA) (C2023-15) (IGA FCD 2023A005), between the Town of Guadalupe, a municipal corporation, acting by and through its Mayor and Town Council and Flood Control District of Maricopa County (FCDMC), a political



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subdivision of the State of Arizona, acting by and through its Board of Directors authorizing the FCDMC to provide funding in the amount of \$212,536 in Small Funding Assistance Program funds to the Town of Guadalupe for the renovation of the Town's Fire Station driveway and adjacent curb to prevent flooding of the fire station engine bay, driveway. The IGA term is between July 1, 2023, and June 30, 2025. Approval of the IGA would authorize the Mayor, or designee, to sign all necessary documents in furtherance of this IGA. Council may provide direction to the Town Manager / Clerk.

### 3. ARIZONA COMMUNITY ACTION ASSOCIATION INDEPENDENT CONTRACTOR

**AGREEMENT (C2023-16):** Council will consider and may take action to authorize the Mayor, or designee, to sign a contract (C2023-16), authorizing Arizona Community Action Association, dba Wildfire, to provide funding in the amount of \$29,000 of Utility Repair, Replacement and Deposit (URRD) funds to the Town of Guadalupe, Community Action Program (CAP), for utility services and utility related appliance repair or replacement financial assistance to eligible Guadalupe families. The contract term is July 1, 2023 – June 30, 2024. Approval of the contract would authorize the Mayor, or designee, to sign all necessary documents in furtherance of this contract. Council may provide direction to the Town Manager / Clerk.

H. TOWN MANAGER/CLERK'S COMMENTS

I. COUNCILMEMBERS' COMMENTS

J. ADJOURNMENT



June 16, 2023

To: The Honorable Mayor and Town Council

From: Jeff Kulaga, Town Manager / Clerk

RE: **June 22, 2023, Town Council Regular Meeting Information Report**

The purpose of this report is to provide brief information regarding each agenda item.

**Agenda Items:**

**D1. JUNE 8, 2023, REGULAR COUNCIL MEETING MINUTES (PAGES 5 – 9)**

**G1. APPROVAL OF INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND TOWN OF GUADALUPE FOR HOMELESSNESS SERVICES (PAGE 10 – 31):** Staff recommends approval of the Intergovernmental Agreement (IGA) (C2023-14) with Maricopa County (County) by and through its Human Services Department and the Town of Guadalupe to for the County to fund in the amount of \$240,000 in American Rescue Plan Act (ARPA) Funds for Town of Guadalupe Community Action Program (CAP) to provide homelessness services including outreach to unhoused individuals and families, distribute hygiene kits and provide support services to assist with obtaining stable housing. The contract term is June 28, 2023, to September 30, 2026. The approved Tentative FY24 budget includes \$250,000 in the service program grant fund in anticipation of this grant award. Approval of the IGA would authorize the Mayor, or designee, to sign all necessary documents in furtherance of this IGA.

As background, through CAP, the Town contracted with Chicanos Por La Causa (CPLC) and Community Bridges Inc. (CBI) over the past year to address homelessness services to those in need. ARPA funds from the Pascua Yaqui Tribe of \$314,495 for these contracted services was approved as part of the FY23 adopted budget. To date, approximately \$290,000 of the budgeted amount has been used for CPLC and CBI services. The \$240,000 IGA under consideration will allow the Town to continue providing contracted homelessness services for the next two years. The Town is presently revising a service contract with CBI.

The budget \$240,000 in ARPA funds through this IGA is as follows:

**FY2024:**

\$90,000 – Street outreach  
 \$10,000 – Flex funds  
 \$10,000 – Hygiene kits  
 \$10,000 – Administration services  
**\$120,000 – Total**

**FY2025:**

\$90,000 – Street outreach  
 \$10,000 – Flex funds  
 \$10,000 – Hygiene kits  
 \$10,000 – Administration services  
**\$120,000 – Total**

Council may provide direction to the Town Manager / Clerk.

**G2. APPROVAL OF FLOOD CONTROL DISTRICT OF MARICOPA COUNTY GUADALUPE FIRE STATION DRAINAGE IMPROVEMENTS AGREEMENT (C2023-15) (PAGES 32 – 50):** Staff recommends approval of the

Intergovernmental Agreement (IGA) (C2023-15) (IGA FCD 2023A005), between the Town of Guadalupe, a municipal corporation, acting by and through its Mayor and Town Council and Flood Control District of Maricopa County (FCDMC), a political subdivision of the State of Arizona, acting by and through its Board of Directors authorizing the FCDMC to provide funding in the amount of \$212,536 in Small Funding Assistance Program funds to the Town of Guadalupe. This funding will be used for renovations to the Town's fire station driveway and adjacent curb to prevent flooding of the fire station engine bay, driveway. The IGA term is July 1, 2023, to June 30, 2025. Approval of the IGA would authorize the Mayor, or designee, to sign all necessary documents in furtherance of this IGA.

The project involves constructing a curb inlet catch basin to reduce stormwater runoff from the roadway onto the fire station driveway and engine bay. This will eliminate nuisance runoff into the fire station. The total estimate cost of this project is \$332,331.00 where FCDMC through this IGA, will fund \$212,536.00 (64%) and the Town is responsible for \$119,795.00 (36%). The cost estimate, schematic design and submitted proposal are attached.

Should this be approved, design and bid process is expected to take five months, with construction beginning in February 2024. It is estimated staff would return to Council in January 2024, seeking approval of the construction contract and notice to proceed.

Council may provide direction to the Town Manager / Clerk.

**G3. APPROVAL OF ARIZONA COMMUNITY ACTION ASSOCIATION, DBA WILDFIRE CONTRACT (C2023-16) (PAGES 51 – 59):** Staff recommends Council award contract (C2023-16), with Arizona Community Action Association, dba Wildfire, authorizing Wildfire to provide \$29,000 to the Town's Community Action Program (CAP) to for utility service assistance, and repairs and or replacement of utility-related appliances or systems to eligible Guadalupe families. The Utility Repair, Replacement and Deposit (URRD) fund was established by state law (A.R.S. §46-731) to aid low-income individuals in crisis situations with deposits for utility services and to make needed repairs and/or replacements to existing utility related appliances or systems. The contract term is July 1, 2023, to June 30, 2024. This is the second year of this partnership for the Town of Guadalupe and is an increase in funds from the FY23 contract of \$10,074 to FY24 of \$29,000.

Council may provide direction to the Town Manager / Clerk.

**To note, Town Council's approval of these three items results in the receipt of \$481,536 in grant funds for town services and needed repairs.**



# Minutes

## Town Council Regular Meeting

### June 08, 2023

Minutes of the Guadalupe Town Council Regular Meeting held on June 08, 2023, at 6:00 p.m., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Council Chambers, Guadalupe, Arizona.

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A. Mayor Molina called the meeting to order at 6:02 p.m.

#### B. ROLL CALL

Councilmembers Present: Mayor Valerie Molina, Councilmember Anita Cota Soto, Councilmember Elvira Osuna, Councilmember Esteban F. V. Fuerte, and Councilmember Mary Bravo

Staff Present: Jeff Kulaga – Town Manager / Clerk and Dave Ledyard – Town Attorney

#### C. INVOCATION/PLEDGE OF ALLEGIANCE

Councilmember Soto provided the invocation. Mayor Molina then led the Pledge of Allegiance.

#### D. APPROVAL OF MINUTES

1. Approval of the May 25, 2023, Town Council Regular Meeting Minutes.

Motion by Councilmember Bravo to approve agenda item D1; second by Councilmember Fuerte. Motion passed unanimously on a voice vote 5-0.

1. Councilmembers approved the May 25, 2023, Town Council Regular Meeting Minutes.

E. CALL TO THE PUBLIC: No members of the public spoke.

#### F. MAYOR AND COUNCIL PRESENTATION:

Mayor Molina read a proclamation declaring Friday, June 9, 2023 Tempe Guadalupe Little League District 13 Junior's Division Champions Day. Mayor Molina presented the proclamation to the president of Tempe Guadalupe Little League Baseball, Councilmember Esteban F.V. Fuerte.

Mayor Molina congratulated the Junior's Division Champions and thanked the kids for their commitment. Mayor Molina thanked the coaches, volunteers, board and parents for their support and hard work.

Councilmember Soto congratulated the Tempe Guadalupe Little League for representing the Town. Councilmember Soto extended appreciation to the participants and parents for their dedicated labor. Councilmember Soto thanked Councilmember Fuerte for leading and supporting the Tempe Guadalupe Little League.

Councilmember Osuna extended appreciation to the participants and parents for their dedicated labor.

Councilmember Bravo stated she was proud of the Tempe Guadalupe Little League achievement. Councilmember Bravo thanked the participants, parents, and coaches for their dedicated labor.

## G. DISCUSSION AND POSSIBLE ACTION ITEMS:

**G1. PASCUA YAQUI TRIBE PARTNERSHIP – RESOLUTION NO. R2023.08**

Mayor Molina stated Council will consider and may adopt a resolution declaring a partnership with the Pascua Yaqui Tribe and Town of Guadalupe benefiting the residents and allowing discounted use of the Mercado patio and Multi-purpose Room for various events.

Jeff Kulaga, Town Manager/Clerk stated the Town has been partnering with the Pascua Yaqui Tribe to provide various events to the Town of Guadalupe residents. Mr. Kulaga stated this resolution allows a discounted use of the Mercado patio and Multi-purpose Room for various events.

**Motion by Councilmember Soto to approve agenda item G1; second by Councilmember Osuna. Motion passed unanimously on a voice vote 5-0.**

Councilmembers adopted RESOLUTION NO. R2023.08 declaring a partnership with the Pascua Yaqui Tribe and Town of Guadalupe benefiting the residents and allowing discounted use of the Mercado patio and Multi-purpose Room for various events.

**G2. COMMUNITY PARTNERS – RESOLUTION NO. R2023.09**

Mayor Molina stated Council will consider and may adopt a resolution designating the Conrado F. Bilducia American Legion Post 124, Native Health, and Arizona State University – School of Human Evolution and Social Change, Global Health Division, as Community Partners and allowing the discounted use of the Mercado patio and Multi-purpose Room for various events.

Jeff Kulaga, Town Manager/Clerk stated this resolution allows the partnerships to continue with Arizona State University, Global Health Division, Native Health, and Conrado F. Bilducia American Legion Post 124 and extending the discounted use of the Mercado patio and Multi-purpose Room.

Abe Martinez, financial officer with Conrado F. Bilducia American Legion Post 124 thanked the Town for the partnership and recognition received in the past 4 years.

Susan Levy, Native Health, thanked the Town for the partnership.

**Motion by Councilmember Bravo to approve agenda item G2; second by Councilmember Osuna. Motion passed unanimously on a voice vote 5-0.**

Councilmembers adopted RESOLUTION NO. R2023.09 designating the Conrado F. Bilducia American Legion Post 124, Native Health, and Arizona State University – School of Human Evolution and Social Change, Global Health Division, as Community Partners and allowing the discounted use of the Mercado patio and Multi-purpose Room for various events.

**G3. AREA AGENCY ON AGING CONTRACT**

Mayor Molina stated Council will consider and may take action to authorize the Mayor, or designee, to sign a contract (C2023-13), authorizing the Area Agency on Aging to provide funding in the amount of \$171,622 for congregate meals and home delivered meals, multipurpose center operations, and transportation services for the Guadalupe Senior Center. The contract term is July 1, 2023 – June 30, 2024. Approval of the contract would authorize the Mayor, or designee, to sign all necessary documents in furtherance of this contract.

Jeff Kulaga, Town Manager/Clerk stated the approved Tentative FY24 budget includes \$319,708 total expenses for the Senior Center. The Area Agency on Aging funding equals 52% of this amount, thereby reducing the Senior Center's reliance on General Fund revenues. Staff recommends approval.



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In regards to a question from Mayor Molina, regarding how many seniors have returned to this program since Covid-19 Mr. Kulaga stated that he will obtain the number of seniors that have returned but has also been made aware of parking deficiencies that indicate the number has increased.

Motion by Councilmember Bravo to approve agenda item G3; second by Councilmember Fuerte. Motion passed unanimously on a voice vote 5-0.

Councilmembers approved contract C2023-13, authorizing the Area Agency on Aging to provide funding in the amount of \$171,622 for congregate meals and home delivered meals, multipurpose center operations, and transportation services for the Guadalupe Senior Center. The contract term is July 1, 2023 – June 30, 2024. Approval of the contract would authorize the Mayor, or designee, to sign all necessary documents in furtherance of this contract.

**G4. AMENDMENT NO. 4 TO THE COOPERATION AGREEMENT BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND THE TOWN OF GUADALUPE – U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS**

Mayor Molina stated Council will consider and may take action to authorize the Mayor, or designee, to sign the Amendment No. 4 providing for a three-year renewal of the Cooperation Agreement (C2020-16A) with Maricopa County by and through the Maricopa County Human Services Department for Fiscal Years 2024, 2025, and 2026 for the continued participation in U. S. Department of Housing and Urban Development’s (HUD) Community Development Block Grant (CDBG) Entitlement, HOME Investment Partnerships Program (HOME), Emergency Solutions Grants (ESG), and other HUD-related programs. Approval of this amendment authorizes the Mayor, or designee, to sign all necessary documents in furtherance of this agreement.

Jeff Kulaga, Town Manager/Clerk stated since 2009, the Town has been awarded \$5.9 Million in County Community Block Grant for sidewalk, street, sewer system repair, renovation, and rehabilitation projects. Most recently in February 2023, the Town was awarded \$493,600 for street light renovation for the Solarez neighborhood. Staff recommends approval.

Motion by Councilmember Fuerte to approve agenda item G4; second by Councilmember Soto. Motion passed unanimously on a voice vote 5-0.

Councilmembers approved contract C2020-16A Amendment No. 4 providing for a three-year renewal of the Cooperation Agreement with Maricopa County by and through the Maricopa County Human Services Department for Fiscal Years 2024, 2025, and 2026 for the continued participation in U.S. Department of Housing and Urban Development’s (HUD) Community Development Block Grant (CDBG) Entitlement, HOME Investment Partnerships Program (HOME), Emergency Solutions Grants (ESG), and other HUD-related programs. Approval of this amendment authorizes the Mayor, or designee, to sign all necessary documents in furtherance of this agreement.

**G5. TRIBAL REVENUE SHARING SUPPORT LETTER REQUEST**

Mayor Molina stated Council will consider and may take action to approve a support letter for inclusion with the Thunderbirds Branch & Peggy Hoag Teen Center – Guadalupe revenue sharing application to the Tohono O’odham Nation. The Thunderbirds Guadalupe Boys and Girls Club is requesting \$275,000 for a new secure front entrance with buzzer system and enclosed lobby at the Boys & Girls Club located in the Town of Guadalupe.

Jeff Kulaga, Town Manager/Clerk stated the Town has received a request for a support letter from The Thunderbirds Branch & Peggy Hoag Teen Center’s – Guadalupe to include with their grant application to Tohono O’odham Nation. Mr. Kulaga stated all club locations are looking to secure their entrances.



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In regards to a question from Mayor Molina regarding how enrollment is going in the Guadalupe location, Cassidy Campana, Vice President of communications with the Boys and Girls Club, stated they have over 100 kids enrolled in the club this summer.

In regards to a question from Mayor Molina regarding which marketing efforts are being taken to attract Guadalupe residents, Ms. Campana stated the club has been posting on social media, posting flyers, and have appeared on TV morning shows.

**Motion by Councilmember Soto to approve agenda item G2; second by Councilmember Fuerte. Motion passed unanimously on a voice vote 5-0.**

Councilmembers approved a support letter for inclusion with the Thunderbirds Branch & Peggy Hoag Teen Center – Guadalupe revenue sharing application to the Tohono O'odham Nation. The Thunderbirds Guadalupe Boys and Girls Club is requesting \$275,000 for a new secure front entrance with buzzer system and enclosed lobby at the Boys & Girls Club located in the Town of Guadalupe.

#### **G6. AMENDMENT NO. 1 OF INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND TOWN OF GUADALUPE FOR COMMUNITY ACTION PROGRAM SERVICES**

Mayor Molina stated Council will consider and may take action to authorize the Mayor, or designee, to sign the Amendment No. 1 to the Intergovernmental Agreement (IGA) (C2022-35A) with Maricopa County (County) by and through its Human Services Department and the Town of Guadalupe to provide Community Action Program (CAP) Community Initiative services to include the coordination of services to assist low-income households in crisis situations, and assistance to move closer to economic self-sufficiency). The term of Amendment No. 1 is from June 30, 2023, through June 30, 2024, with the County providing \$107,254 to the Town's CAP for these assistance services. Approval of this amendment authorizes the Mayor, or designee, to sign all necessary documents in furtherance of this agreement.

Jeff Kulaga, Town Manager/Clerk stated the approved Tentative FY24 budget includes \$200,601 total expenses for the CAP. County funding of \$107,254 equals 53% of this amount, thereby reducing the CAP's reliance on General Fund revenues. Staff recommends approval.

**Motion by Councilmember Fuerte to approve agenda item G2; second by Councilmember Osuna. Motion passed unanimously on a voice vote 5-0.**

Councilmembers approved Amendment No. 1 to the Intergovernmental Agreement (IGA) (C2022-35A) with Maricopa County (County) by and through its Human Services Department and the Town of Guadalupe to provide Community Action Program (CAP) Community Initiative services to include the coordination of services to assist low-income households in crisis situations, and assistance to move closer to economic self-sufficiency). The term of Amendment No. 1 is from June 30, 2023, through June 30, 2024, with the County providing \$107,254 to the Town's CAP for these assistance services. Approval of this amendment authorizes the Mayor, or designee, to sign all necessary documents in furtherance of this agreement.

#### **H. TOWN MANAGER/CLERK'S COMMENTS**

Jeff Kulaga, Town Manager/Clerk

- Announced Council has just approved \$280,000 to help provide services to the community.
- Announced the Area Agency on Aging contract, approved tonight, positioned the Town to be competitive for half a million dollars per year to improve public service, cleaner streets and sidewalks.
- Announced rummage/burrito sale at the Senior Center Saturday 10 am until they run out.





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## I. COUNCILMEMBERS' COMMENTS

### Councilmember Soto

- Thanked staff for their work.
- Congratulated Tempe Guadalupe Little League.
- Thanked community partners.
- Announced summer programs are being held at the Guadalupe Library and Boys and Girls Club.
- Wished all fathers a Happy Father's Day.

### Councilmember Osuna

- Thanked staff for their work.
- Thanked Tempe Guadalupe Little League and Councilmember Esteban F.V. Fuerte for leading the Little League.

### Councilmember Fuerte

- Announced Father Son BBQ Saturday, June 24th at Biehn park from 9am – 12pm.

### Councilmember Bravo

- Congratulated Tempe Guadalupe Little League for their championship.
- Thanked community partners.
- Thanked staff for their work.

### Mayor Molina

- Announced Dia de San Juan.
- Announced Father Son BBQ.
- Announced Back to School Event July 8<sup>th</sup> at Frank School.
- Announced over 100 Guadalupe kids are in Summer School.

## J. ADJOURNMENT

Motion by Councilmember Bravo to adjourn the Regular Council Meeting; second by Councilmember Fuerte Motion passed unanimously on a voice vote 5-0.

The meeting was adjourned at 6:31 p.m.

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Valerie Molina, Mayor

ATTEST:

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Jeff Kulaga, Town Manager / Town Clerk

## CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the June 8, 2023, Town of Guadalupe, Town Council Regular Meeting. I further certify the meeting was duly called and held, and that a quorum was present.

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Jeff Kulaga, Town Manager / Town Clerk



INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
MARICOPA COUNTY  
ADMINISTERED BY ITS  
HUMAN SERVICES DEPARTMENT  
AND  
THE TOWN OF GUADALUPE

Agreement Amount: \$240,000

Agreement Start Date: June 28, 2023

Agreement Termination Date: September 30, 2026

Agreement Number: \_\_\_\_\_

ALN; 21.027 American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery

Unique Entity ID: GZ5VG9MHR697

**1.0 PARTIES**

This financial Intergovernmental Agreement (“Agreement”) is between the Town of Guadalupe (“Town” or “Subrecipient”) and Maricopa County (“County”) administered by its Human Services Department, (“Department”). The County and the Subrecipient are referred to collectively as the “Parties” and individually as the “Party.”

**2.0 PURPOSE**

Through this Agreement the County seeks to expand homelessness services in the Guadalupe area. The Town will perform outreach to unhoused individuals and families, provide hygiene kits and provide support services to assist with obtaining stable housing (the “Project”). The County shall provide Subrecipient with American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds (“ARPA”). It is anticipated that 400 individuals annually will be provided services.

**3.0 TERM OF AGREEMENT**

3.1 The term of this Agreement is from June 28, 2023, through September 30, 2026.

3.2 This Agreement shall be effective upon approval and signature by both Parties.

**4.0 AMENDMENTS**

Any changes to this Agreement shall be effective only by a written amendment signed by both Parties.

**5.0 ADMINISTRATIVE CHANGE ORDERS**

5.1 The Chairman of the Board of Supervisors is authorized upon the recommendation of the Human Services Department Director and Legal Counsel to make changes

within the general scope of the Agreement on behalf of the County through Administrative Change Orders. Administrative Change Orders will be effective upon approval and execution by both the Chairman of the Board of Supervisors and the Town. Administrative Change Orders may address any of the following areas:

- 5.1.1 Modifications to the Project timeline if the last day of the Project timeline is within the Agreement term;
- 5.1.2 Modifications to budget line items if the Agreement amount remains unchanged;
- 5.1.3 Modifications required by federal, state, or County regulations, ordinances, or policies; and/or
- 5.1.4 Modifications to administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by the U.S. Department of Treasury or local regulations, policies, or requirements.

## **6.0 FUNDING, INVOICING AND PAYMENT**

- 6.1 The County shall provide the Subrecipient with \$240,000 in ARPA Funds under Assistance Listing Number ("ALN") 21.027 and provided to the County through the U.S. Department of Treasury.
- 6.2 Funding expenditures per fiscal year:
  - 6.2.1 FY2024
    - 6.2.1.1 \$90,000 – Street outreach
    - 6.2.1.2 \$10,000 – Flex funds
    - 6.2.1.3 \$10,000 – Hygiene kits
    - 6.2.1.4 \$10,000 – Administration services
  - 6.2.2 FY2025
    - 6.2.2.1 \$90,000 – Street outreach
    - 6.2.2.2 \$10,000 – Flex funds
    - 6.2.2.3 \$10,000 – Hygiene kits
    - 6.2.2.4 \$10,000 – Administration services

## **7.0 AVAILABILITY OF FUNDS**

- 7.1 This Agreement and the Parties' obligations under it shall become effective when funds assigned for the purpose of compensating the Subrecipient are available to the County for disbursement. The County shall be the sole authority in determining the availability of funds under this Agreement, and the County shall keep the Subrecipient fully informed as to the availability of funds.
- 7.2 If any action is taken by any federal, state, local agency, or any other agency or instrumentality other than the Parties to amend, suspend, or terminate its fiscal obligation under or provided in connection with this Agreement, then the Parties may amend, suspend, or terminate this Agreement. In the event of termination, the Parties shall be liable for payment only for costs incurred prior to the effective date of the termination, provided that such services were performed in accordance with the provisions of this Agreement. Furthermore, upon termination Subrecipient shall be released from all pending responsibilities and shall have no further obligation to perform under the Agreement unless it is expressly provided for herein as an obligation that survives termination. The Parties shall give written notice of their intent to suspend performance or their intent to terminate this Agreement under this Section at least ten (10) calendar days in advance.

## **8.0 RESPONSIBILITIES OF ORGANIZATIONS**

- 8.1 The Subrecipient shall:

- 8.1.1 Provide services according to the scope of work, timeline and budget outlined in Exhibit A.
- 8.1.2 Follow programmatic and financial reporting requirements outlined in Exhibit A and use the appropriate templates provided by the County.
- 8.1.3 Ensure Subrecipient's and any subcontractors' compliance with federal, state, and County requirements as they relate to the ARPA Fund requirements.
- 8.1.4 Maintain a sufficient number of qualified and trained staff to provide services under this Agreement.
- 8.2 The County shall be responsible for all of the following:
  - 8.2.1 Provide timely payment of subrecipient invoices on a monthly basis.
  - 8.2.2 Respond to questions from the Subrecipient in a timely manner.
  - 8.2.3 Provide technical assistance and training to Subrecipient staff as necessary to ensure proper administration services under this Agreement.
  - 8.2.4 Report to the U.S. Department of Treasury on the Subrecipient's use of funds.
  - 8.2.5 Provide Invoice and Program Reporting template to Subrecipient.

## 9.0 COMPENSATION

- 9.1 Subrecipient shall submit monthly invoices to the County:
  - 9.1.1 For all invoiced costs related to general services and for all other costs associated with this Project.
  - 9.1.2 By the 15<sup>th</sup> calendar day of the month after month close out.
  - 9.1.3 For costs incurred for the fiscal year, submit no later than the 30<sup>th</sup> of July.
- 9.2 The Agreement is on a cost reimbursement basis.
- 9.3 The County shall reimburse the Subrecipient on a net 0 payment standard.
- 9.4 Final Reimbursement Upon Agreement Termination.
  - 9.4.1 Prior to termination of this Agreement, at the date identified on page 1 of this Agreement, or as may be amended, the Subrecipient shall submit the final reimbursement request.
  - 9.4.2 This request shall be submitted no later than 30 calendar days after the termination date except as noted immediately below.
  - 9.4.3 If the termination date is between June 10 and June 30, then the final reimbursement request shall be submitted by July 10th.
  - 9.4.4 The final progress report, and any other required reports that may be applicable, such as the program income report, shall be submitted with the final reimbursement request.

## 10.0 METHOD OF PAYMENT

- 10.1 The Subrecipient shall submit invoices for Project activities to [hsdfinance@maricopa.gov](mailto:hsdfinance@maricopa.gov).
- 10.2 Payment by the County is not to be construed as final in the event that the Department of Treasury disallows payment for the activity or any portion thereof. Funds not expended in implementing this activity or upon completion of the activity shall be returned to the ARPA unprogrammed funds account.

## 11.0 DISALLOWED COSTS

- 11.1 The cost principles set forth in the Code of Federal Regulations ("C.F.R."), 2 C.F.R. Part 200, Subpart E including later amendments and editions on file with the Arizona

Secretary of State and incorporated here by reference, shall be used to determine the allowability of incurred reimbursable costs under this Agreement. The Subrecipient shall follow cost principles as outlined in Office of Management and Budget (OMB) Uniform Guidance, 2 C.F.R. §§ 200, et seq.

- 11.2 Those costs that are specifically defined as unallowable in 2 C.F.R. Part 200, Subpart E shall not be submitted for reimbursement by the Subrecipient and shall not be reimbursed with County funds.

## 12.0 TERMINATION

- 12.1 Under A.R.S. § 38-511, the Parties may cancel this Agreement without penalty or further obligation within three years (3) after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of one Party at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other Party to this Agreement in any capacity or consultant to any other party to this Agreement with respect to the subject matter of this Agreement. Additionally, pursuant to A.R.S. § 38-511, either Party may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the one Party from the other Party to this Agreement arising as the result of this Agreement. A cancellation notice made under this Subparagraph shall be effective when the recipient receives a written notice of cancellation unless the notice specifies a later date.
- 12.2 Either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) calendar days prior notice in writing (unless terminated by a Party under the Availability of Funds provision). Any notice shall be given by either personal delivery or registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth in Section 13.0 of this Agreement. In the event of termination, the Parties shall be liable for payment only for reimbursable costs incurred prior to the effective date of the termination, provided that such services were performed in accordance with the provisions of this Agreement. Neither Party shall be liable for any incomplete or additional performance under the Agreement unless expressly stated herein as an obligation that survives termination.
- 12.3 The County may suspend or terminate this Agreement if the Subrecipient violates any term or condition of this Agreement or if the Subrecipient fails to maintain a good-faith effort to carry out the purpose of this Agreement.
- 12.4 The Parties may terminate this Agreement for convenience upon 30 days prior written notice. The Parties shall agree upon the termination conditions including the effective date of the termination. The Party initiating the termination shall notify the other Parties in writing stating the reasons for such termination.

## 13.0 NOTICES

Notifications and communications concerning this Agreement shall be directed to the following:

Subrecipient:  
 Lorena Nunez, CAP Manager  
 480 505-5384  
[lnunez@guadalupeaz.org](mailto:lnunez@guadalupeaz.org)  
 9241 S. Avenida del Yaqui  
 Guadalupe, Arizona 85283

Maricopa County  
 Human Services Department  
 TJ Reed, Homelessness Programs MGR  
 (602) 317-7056  
[TJ.Reed@maricopa.gov](mailto:TJ.Reed@maricopa.gov)  
 234 N. Central Avenue 3rd Floor  
 Phoenix, AZ 85004

#### **14.0 EMPLOYMENT DISCLAIMER**

- 14.1 This Agreement is not intended to constitute, create, give rise to, or to otherwise recognize a joint venture, partnership, or other formal business association or organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.
- 14.2 The Subrecipient agrees that no individual performing under this Agreement on behalf of the Subrecipient shall be considered a County agent, employee, or representative and those individuals are not entitled to County civil service rights, County retirement rights, or any other rights provided under the County personnel rules, nor shall those rights accrue or apply to any such individual. The Subrecipient shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals shall indemnify, defend and hold harmless the County with respect to the foregoing.
- 14.3 The County agrees that no individual performing under this Agreement on behalf of County may be considered a Subrecipient agent, employee, or representative and that no rights of Subrecipient civil service, Subrecipient retirement, or Subrecipient personnel rules shall accrue or apply to any such individual. The County shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and the County shall indemnify, defend and hold harmless the Subrecipient with respect to the foregoing.

#### **15.0 GENERAL REQUIREMENTS**

- 15.1 The terms of this Agreement shall be construed in accordance with Arizona law and the applicable laws and regulations of ARPA. Any lawsuit arising out of this Agreement shall be brought in the superior court of Maricopa County, Arizona.
- 15.2 The Subrecipient shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.
- 15.3 The Subrecipient shall comply with the regulations prohibiting a conflict of interest. The Subrecipient shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or other organization that has a substantial interest in Subrecipient's organization or with which the Subrecipient (or any of its directors, officers, owners, trust certificate holders, or a relative thereof) has a substantial interest, unless the Subrecipient has made full written disclosure of the proposed payments to the County and has received written approval for the payments.
- 15.4 For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

#### **16.0 ASSIGNMENT AND SUBCONTRACTING**

- 16.1 No right, liability, obligation, or duty under this Agreement may be assigned, delegated, or subcontracted, in whole or in part, without the prior written approval of the other Party. The Subrecipient shall bear all liability under this Agreement, even if it is assigned, delegated, or subcontracted, in whole or in part, unless the County agrees otherwise.

- 16.2 In accordance with 2 C.F.R. §200.331, the Subrecipient may make a “Subaward” as a pass-through entity for the purpose of carrying out a portion of the federal award and General Funds. The Subrecipient will make determinations classifying recipients of federal funds as a subrecipient.
- 16.3 The Subrecipient shall ensure compliance by any subcontractor with all ARPA requirements, including reporting requirements.

## **17.0 DISPUTES**

- 17.1 Except as otherwise provided for in this Agreement, the Parties may attempt to informally resolve any dispute arising out of this Agreement for a reasonable period of time, but which shall not exceed ninety (90) calendar days. Disputes which are not resolved in that time period, shall be submitted in accordance with the following formal dispute resolution process.
- 17.2 Notice of the specific grounds of a formal dispute shall be in writing and filed with the County Representative listed in the Notices paragraph, within ten (10) business days from the date the Subrecipient knew or should have known of the basis of the dispute.
- 17.3 The County Representative shall respond in writing to the Subrecipient within fourteen (14) business days. The decision of the County Representative shall be final and conclusive unless, within seven (7) business days after the date the Subrecipient is served with the decision, the Subrecipient files a written notice of appeal with the Human Services Department Director.
- 17.4 The Department Director shall provide the Subrecipient with a written response within fourteen (14) business days following receipt of the notice of appeal. The decision of the Director shall be final and not appealable.
- 17.5 Pending a final decision of the Director, the Subrecipient shall diligently proceed with its performance of this Agreement in accordance with the County Representative’s decision.
- 17.6 In the event the Subrecipient disagrees with the Director’s decision, the Subrecipient shall have every existing and future right or remedy available by law or in equity to resolve the dispute.

## **18.0 SEVERABILITY**

In any provision of this Agreement is determined to be invalid, void, or illegal by a court, that determination shall in no way affect, impair, or invalidate any other provision of this Agreement, and the remaining provisions shall remain in full force and effect.

## **19.0 STRICT COMPLIANCE**

One Party’s acceptance of the other Party’s performance that is not in strict compliance with the terms of this Agreement shall not be deemed to waive the requirements of strict compliance for all future performance. All changes in performance obligations under this Agreement shall be in writing and signed by both Parties.

## **20.0 SINGLE AUDIT ACT REQUIREMENTS**

The Subrecipient is in receipt of federal funds through the County and is subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. § 7501, *et seq.*). The Subrecipient shall comply with 2 C.F.R. 200, Subpart F. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted to the County within the twelve (12) months following the close of the fiscal year. The Subrecipient shall take corrective actions within six (6) months of the date of the receipt of audit findings. The County shall consider sanctions as described in 2

C.F.R. § 200.505 if it is determined by ARPA or the County that the Subrecipient is not in compliance with the audit requirements.

## **21.0 AUDIT DISALLOWANCES**

- 21.1 The Subrecipient shall, upon written notice, reimburse the County for any payments made under this Agreement that are disallowed by a federal, state, or County audit. Court costs and attorney and expert fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.
- 21.2 If the County determines that a cost for which payment has been made is a disallowed cost, then the County will notify the Subrecipient in writing of the disallowance and identify the required course of action, which shall be at the option of the County, either to adjust any future claim submitted by the Subrecipient by the amount of the disallowance or to require immediate repayment of the disallowed amount by the Subrecipient issuing a check payable to the County.

## **22.0 PROPERTY**

- 22.1 Any County property furnished or leased pursuant to the terms of this Agreement shall be utilized, maintained, repaired, and accounted for in accordance with the instructions furnished by the County, and title to all such property shall revert to the County upon the expiration or termination of this Agreement. The costs to repair such property is the responsibility of the Subrecipient within the limits budgeted in this Agreement.
- 22.2 Any Subrecipient property furnished or purchased pursuant to the terms of the Agreement shall be utilized, maintained, repaired, and accounted for by the Subrecipient or Subrecipient's subrecipient, as applicable. Repair costs of such property shall be the responsibility of the Subrecipient or Subrecipient's subrecipient, as applicable.

## **23.0 LIMITATION ON LIABILITY**

- 23.1 The County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall not be liable for any act or omission by the Subrecipient or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions occurring in the performance of this Agreement, nor shall the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions be liable for purchases or contracts made by the Subrecipient or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions in connection with this Agreement, except as otherwise provided by law.
- 23.2 The Subrecipient and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall not be liable for any act or omission by the County or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions occurring in the performance of this Agreement, nor shall the Subrecipient and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions be liable for purchases or contracts made by the County or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments,



agencies, boards, committees, or commissions in connection with this Agreement, except as otherwise provided by law.

#### **24.0 GENERAL INDEMNIFICATION**

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party and its officers, officials, employees, and agents (collectively, "Indemnitees") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney and expert fees) (collectively referred to as "Claims") either arising from or related to breach of this Agreement, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor and any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions. The obligations under this Section 26 shall survive termination of this Agreement.

#### **25.0 INSURANCE**

The Subrecipient shall provide the County a Certificate of Self-Insurance equal to:

General Aggregate	\$3,000,000
Each Occurrence Limit	\$1,000,000

#### **26.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, direct services under this Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services, or services that are incidental to the performance of the Agreement. This provision applies to all work performed by Subrecipients or Subcontractors at all tiers.

#### **27.0 TECHNICAL ASSISTANCE**

The County will provide reasonable technical assistance to the Subrecipient to assist in complying with state and federal laws, and regulations, and accountability for diligent performance and compliance with the terms and conditions of this Agreement and all applicable laws, regulations, and standards. However, this assistance in no way relieves the Subrecipient of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.

#### **28.0 STAFF AND VOLUNTEER TRAINING**

The County may make available to the Subrecipient the opportunity to participate in any applicable training activities conducted by the County.

#### **29.0 CLEAN AIR ACT**

If the total face value of this Agreement exceeds \$100,000, the Parties agree to comply with all regulations, standards and orders issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §§ 7401, *et seq.*), to the extent any are applicable by reason of performance of this Agreement.

#### **30.0 LOBBYING**

30.1 No federal appropriated funds have been paid or will be paid by or on behalf of the Subrecipient 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 the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

- 30.2 If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal agreement, grant, loan or cooperative agreement, then the Subrecipient shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

### **31.0 RELIGIOUS ACTIVITIES**

The Subrecipient warrants that none of its costs and none of the costs incurred by the Subrecipient or any of its subcontractors or subrecipients will include any expense for related to any religious activities.

### **32.0 POLITICAL ACTIVITY PROHIBITED**

None of the funds, materials, property, or services contributed by the County under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

### **33.0 COVENANT AGAINST CONTINGENT FEES**

The Subrecipient warrants that no persons or entities have been employed or retained by it to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the County may immediately terminate this Agreement without liability.

### **34.0 RIGHTS IN DATA**

The Parties shall each have the use of data and reports resulting from this Agreement without cost or other restriction, except as otherwise provided by law or applicable regulation. Each Party shall supply to the other Party, upon request, any available information that is relevant to this Agreement and to the performance under it, except to the extent prohibited by law.

### **35.0 COPYRIGHTS**

If this Agreement results in a book or other written material, the author is free to copyright the work, but the Parties reserve a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, and otherwise use and to authorize others to use, all copyrighted material and all material that may be copyrighted as a result of this Agreement.

### **36.0 AGREEMENT COMPLIANCE MONITORING/AUDITING**

- 36.1 The County will monitor the Subrecipient's compliance as needed for fiscal and programmatic performance under the terms and conditions of this Agreement and applicable regulations promulgated by ARPA and Maricopa County. On-site visits for compliance monitoring may be made by the County and/or its grantor agencies at any time during the Subrecipient's normal business hours, announced and/or unannounced. For auditing purposes, the County shall provide the Subrecipient with 30-days' advance notice of any proposed on-site visit. During an on-site visit(s), the

Subrecipient shall reasonably make all of its records and accounts related to work performed or services provided under this Agreement available to the County for inspection and copying.

- 36.2 The County shall request information for fiscal monitoring/audit per (OMB) Uniform Guidance 2 C.F.R. § 200, to include as applicable:
- 36.2.1 Financial Management 2 C.F.R. § 200.302
  - 36.2.2 Internal Controls 2 C.F.R. § 200.303
  - 36.2.3 Bonds 2 C.F.R. § 200.304
  - 36.2.4 Payment and Financial Reporting 2 C.F.R. § 200.305
  - 36.2.5 Cost Sharing or Matching 2 C.F.R. § 200.306
  - 36.2.6 Program Income 2 C.F.R. § 200.307
  - 36.2.7 Revision of Budget and Program Plans 2 C.F.R. § 200.308
  - 36.2.8 Period of Performance 2 C.F.R. § 200.309
  - 36.2.9 Insurance Coverage 2 C.F.R. § 200.310
  - 36.2.10 Record Retention and Access 2 C.F.R. §§ 200.334 – 200.338
  - 36.2.11 Procurement Standards 2 C.F.R. § 200.318
  - 36.2.12 Indirect Costs 2 C.F.R. § 200.414
  - 36.2.13 Compensation-Personal Services 2 C.F.R. § 200.430
  - 36.2.14 Audit Requirements 2 C.F.R. §§ 200.501-200.517

### **37.0 CONTINGENCY RELATING TO OTHER AGREEMENTS AND GRANTS**

- 37.1 The Subrecipient shall, during the term of this Agreement, within fifteen (15) business days from acceptance, inform the Director in writing of the award of any other agreement or grant, including any other agreement or grant awarded by the County, where the award may affect either the direct or indirect costs being paid or reimbursed under this Agreement. The Subrecipient's failure to notify the County of any such agreement shall be a breach of this Agreement and the County may immediately terminate this Agreement without liability.
- 37.2 The Director may request, and Subrecipient shall provide within a reasonable time, which shall not exceed ten (10) business days) a copy of all such other agreements or grants, when, in the opinion of the Director, the award of the agreement or grant may affect the costs being paid or reimbursed under this Agreement, except to the extent prohibited by law.
- 37.3 If the Director determines that the award to the Subrecipient from such other agreements or grants has affected the costs being paid or reimbursed under this Agreement, then the Director shall prepare an amendment to this Agreement effecting a cost adjustment. If the Subrecipient disputes the proposed cost adjustment, then the dispute shall be resolved pursuant to the "Disputes" paragraph of this Agreement.

### **38.0 MINIMUM WAGE REQUIREMENTS**

The Subrecipient warrants that it shall pay all of its employees who are engaged in either performing work or providing services under the terms of this Agreement not less than the minimum wage specified under Section 206(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201, et seq.), by law and regulation, and, as applicable, Executive Order 13658, as amended, and as specified by Arizona law.

### **39.0 RECOGNITION OF COUNTY SUPPORT**

The Subrecipient shall give recognition to the County and the funding source for its support when the Subrecipient publishes materials or releases public information that is paid for in whole or in part with funds received by the Subrecipient under this Agreement.

#### **40.0 NONDISCRIMINATION, EQUAL OPPORTUNITY AND EQUAL ACCESS**

The Subrecipient, in connection with any services or other activities under this Agreement, shall not in any way discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Subrecipient shall include this clause in all its Subcontracts.

#### **41.0 DISABILITY REQUIREMENTS**

The Subrecipient agrees that any electronic or information technology offered under this Agreement shall comply with A.R.S. §§ 41-2531 and -2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

#### **42.0 EQUAL EMPLOYMENT OPPORTUNITY**

42.1 The Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin.

42.2 The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex sexual identity, gender identity, or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

42.3 The Subrecipient shall and shall cause their respective Subcontractors to comply with:

42.3.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*);

42.3.2 The Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*);

42.3.3 The Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*);

42.3.4 The Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and

42.3.5 Arizona Executive Order 2009-09, *et seq.* as amended, which mandates that all persons shall have equal access to employment opportunities.

#### **43.0 UNIFORM ADMINISTRATIVE REQUIREMENTS**

By entering into this Agreement, the Parties agree to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. §§ 200, *et seq.*

#### **44.0 FINANCIAL MANAGEMENT**

The Subrecipient shall establish an accounting system that assures the safeguarding and accountability of all money and assets provided under this Agreement. No part of the money deposited in the bank account shall be commingled with other funds or money belonging to the Subrecipient. All interest earned on the account shall be disbursed in the manner specified by the County in accordance with applicable State of Arizona and federal regulations. If an accounting system is used, then it shall be in accordance with generally accepted accounting principles.

#### 45.0 RETENTION OF RECORDS

- 45.1 This provision applies to all financial and programmatic records, supporting documents, statistical records, and other records of the Subrecipient that are related to this Agreement.
- 45.2 The Subrecipient shall retain all records relevant to this Agreement for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer, and the County, federal and state auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy, and make use of any and all of the records.

#### 46.0 ADEQUACY OF RECORDS

If the Subrecipient's books, records and other documents related to this Agreement are not sufficient to support and document that allowable services were provided to eligible participants as determined by a court of competent jurisdiction, then the Subrecipient shall reimburse the County for the services not supported and/or documented.

#### 47.0 IMMIGRATION LAWS AND REGULATIONS

##### 47.1 **Federal Immigration and Nationality Act**

47.1.1 The Subrecipient understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 ("IRCA"). The Subrecipient agrees to comply with the IRCA in performing under this Agreement and to permit the other Party to reasonably inspect personnel records to verify such compliance, to the extent required by law.

47.1.2 By entering into this Agreement, the Subrecipient warrant compliance with the Federal Immigration and Nationality Act ("FINA") and all other federal immigration laws and regulations related to the immigration status of its employees. The Subrecipient shall obtain statements from their subcontractors certifying compliance and shall furnish the statements to the County upon request. These warranties shall remain in effect through the term of the Agreement. The Subrecipient and their subcontractors shall also maintain Employment Eligibility Verification forms ("I-9") as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

47.1.3 The County may request verification of compliance for any employee or subcontractor performing work under the Agreement. Should the County suspect or find that the Subrecipient or any of its subcontractors are not in compliance, then the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension or debarment (or both) of the Subrecipient. All costs necessary to verify compliance are the responsibility of the Subrecipient or its Subcontractor.

47.2 **Arizona Law:** The Subrecipient warrants that it is in compliance with A.R.S. § 41-4401 (e-verify requirements) and further acknowledges that:

47.2.1 That Subrecipient and its Vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;

47.2.2 A breach of a warranty under this Subparagraph 47.2.2 shall be deemed a material breach of this Agreement and the County may immediately terminate this Agreement without liability; and

47.2.3 The County and any contracting government entity retain the legal right to inspect the papers and employment records of the Subrecipient or its Vendor's employees who works on this Agreement to ensure that such Party or Vendor is complying with the warranty provided under this Subparagraph 47.2.3 and that the Parties agree to make all papers and employment records of those employees available during normal working hours in order to facilitate such an inspection.

#### **48.0 DRUG FREE WORKPLACE ACT**

The Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701, *et seq.*), which requires that Subrecipients and grantees of federal funds certify that they will provide Drug-Free workplaces. This certification is a precondition to receiving a grant or entering into this Agreement.

#### **49.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

49.1 The undersigned, by signing this Agreement, represents that he/she has the authority to bind the Subrecipient to the terms of this Certification. The Subrecipient, as the primary participant in accordance with 2 C.F.R. Part 180, certifies to the best of its knowledge and belief that it and its principals:

49.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

49.1.2 Have not within a three-year period preceding the Start Date of this Agreement, been convicted of or had a civil judgment rendered against them for: (1) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or a contract under a public transaction; (2) the violation of any federal or State antitrust statutes; or (3) the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

49.1.3 Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in Sub-subparagraph 49.1.2 above; and

49.1.4 Have not, within a three-year period preceding the Start Date of this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

49.2 The Subrecipient agrees to include, without modification, this clause in all lower tier covered transactions (i.e., transactions with Subcontractors) and in all solicitations for lower tier covered transactions related to this Agreement.

#### **50.0 SUBRECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:**

50.1 The Subrecipient agrees that this Agreement and its employees working on this Agreement will be subject to the whistleblower rights and remedies in the federal pilot program established at 41 U.S.C. § 4712 by Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and Section 3.908 of the Federal Acquisition Regulation;

50.2 The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in Section 3.908 of the Federal Acquisition

Regulation. Documentation of such employee notification must be kept on file by the Subrecipient and copies provided to County upon request; and

- 50.3 The Subrecipient shall insert the substance of this clause, including this Paragraph 50.0, in all subcontracts over the agreed upon simplified acquisition threshold (\$250,000 as of June 2021).

#### **51.0 WRITTEN CERTIFICATION PURSUANT TO A.R.S. § 35-393.01**

If the Subrecipient engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, then the Subrecipient certifies it is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

#### **52.0 SURVIVAL**

The indemnification, hold harmless, defense, and non-liability provisions of this Agreement shall have full force and effect notwithstanding any other provisions in this Agreement and shall survive the termination or expiration of this Agreement.

#### **53.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE**

53.1 Notwithstanding anything to the contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.

53.2 This Agreement may be immediately terminated by a Party if the other Party defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the other Party's ability to perform any of its obligations under this Agreement.

53.3 Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, had not been reimbursed), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:

53.3.1 Nonperformance of any obligations required by this Agreement.

53.3.2 Noncompliance with any applicable federal, state, or local laws, rules, or regulations.

53.3.3 Unauthorized expenditure of funds.

53.3.4 Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB circulars and 2 C.F.R. §§ 200 *et seq.*

53.3.5 Noncompliance with recordkeeping, record retention, or reporting requirements.

53.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the Subrecipient is still subject to the following:

53.4.1 Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the Subrecipient at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under this Agreement.

53.4.2 Waiver of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not

operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.

- 53.5 The Subrecipient shall, upon notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, and any and/or all of its agents, representatives, officers, officials, directors, employees, volunteers, successors, assigns, or Subcontractors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

#### **54.0 ADMINISTRATIVE REQUIREMENTS**

- 54.1 Accounting Standards – The Subrecipient agrees to comply with this Agreement and to adhere to the accounting principles and procedures required to utilize adequate internal controls and maintain necessary source documentation for all costs incurred, as well as any applicable federal laws and regulations. The Subrecipient further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).
- 54.2 Repayment of Funds – The Subrecipient agrees to repay funds provided under this Agreement for noncompliance. Repayment shall be in accordance with the terms of this Agreement or the requirement of applicable laws and regulations, including continuing use compliance. The County shall specify in writing, the terms of the repayment or alternative terms in lieu of repayment. However, in no case shall repayment or compliance with the alternative terms be complete any later than sixty (60) calendar days following the written determination of noncompliance by the County.
- 54.3 Documentation and Record Keeping - The Subrecipient agrees to comply with this Agreement and the following record keeping requirements:
- 54.3.1 Records to be maintained – The Subrecipient shall maintain all financial records as required by 2 C.F.R. § 200, and OMB Circulars;
- 54.3.2 System for Award Management -The Subrecipient and all subcontractors or subrecipients shall have a valid Unique Entity Identifier (UEI) number and an active profile in the federal System for Award Management, or SAM.gov. Documentation of the UEI Number must be included in all Project files.
- 54.3.3 Records Retention - The Subrecipient shall retain all records pertinent to this Agreement for a period of six (6) years after all requirements have been met. In the event of litigation, a claim, or an audit is begun before the expiration of this retention period, said records shall be retained until all such action or audit findings involving the records have been resolved.
- 54.3.4 Disclosure - The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County's or the Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.
- 54.3.5 Property Records - The Subrecipient shall maintain property and equipment inventory records that clearly identify properties and equipment purchased, improved, or sold. Properties and equipment retained shall



continue to meet eligibility criteria and shall conform to the use of property and equipment.

#### **55.0 UYGHUR FORCED LABOR PREVENTION ACT (UFLPA)**

- 55.1 The Subrecipient warrants and certifies that it does not currently, and agrees for the duration of the agreement that it will not, use:
- 55.1.1 The forced labor of ethnic Uyghurs in the People's Republic of China.
- 55.1.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- 55.1.3 Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- 55.2 If the Subrecipient becomes aware during the term of the Agreement that the Subrecipient is not in compliance with this paragraph, the Subrecipient shall notify the County within five business days after becoming aware of the noncompliance. Failure of the Subrecipient to provide a written certification that the Subrecipient has remedied the noncompliance within one hundred eighty (180) days after notifying the County of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.

#### **56.0 FORCE MAJEURE**

- 56.1 Neither Party shall be liable for failure of performance, nor incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the Parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, pandemic, and interruption or failure of electricity or telecommunication service.
- 56.2 Each Party, as applicable, shall give the other Party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.
- 56.3 The Party asserting Force Majeure as a cause for nonperformance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, all non-excused obligations were substantially fulfilled, and the other Party was timely notified of the likelihood or actual occurrence that would justify such an assertion, so that other prudent precautions could be contemplated.

IN WITNESS, the Parties have approved and signed this Agreement:

APPROVED BY:  
THE TOWN OF GUADALUPE

APPROVED BY:  
MARICOPA COUNTY

6/22/2023

\_\_\_\_\_  
Valerie Molina, Mayor Date

\_\_\_\_\_  
Clint Hickman Date  
Chairman of the Board of Supervisors

Attested to:

Attested to:

6/22/2023

\_\_\_\_\_  
Jeff Kulaga, Town Manager/Clerk Date

\_\_\_\_\_  
Juanita Garza, Clerk of the Board Date

IN ACCORDANCE WITH A.R.S. §§ 9-240 and 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE TOWN OF GUADALUPE UNDER THE LAWS OF THE STATE OF ARIZONA. APPROVED AS TO FORM:

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA. APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney Date

\_\_\_\_\_  
Kim Miles, Deputy County Attorney Date

## EXHIBIT A- STATEMENT OF WORK

### 1.0 Project Description and Program Goals:

1.1 The Subrecipient shall implement the Project to provide services to 400 (annual) homeless individuals or families or other vulnerable populations that include:

1.1.1 **Street outreach** to include:

1.1.1.1 activities designed to meet the immediate needs of people experiencing homelessness in unsheltered locations by connecting them with emergency shelter, housing, or critical services, and providing them with urgent, non-facility-based care. Component services generally consist of engagement, case management, emergency health and mental health services, and transportation.

1.1.1.2 Effective service delivery relies heavily on rapport building which may require many contacts before a client engages in services.

1.1.1.3 Participation in HMIS: The recipient must ensure that data on all persons served, and all activities assisted under this program are entered into HMIS in accordance with the local HMIS standards on data collection.

1.1.1.4 Utilize the Continuum of Care (COC) Community Adopted Best practices as a guide for core competencies and service delivery.

1.1.1.5 Outreach staff must enter latitude and longitude in HMIS.

1.1.2 **Flex funding to include:**

1.1.2.1 Flex funds can be administered with up to \$2,500 per household per year to support individuals or families obtain housing or eliminate barriers to attaining housing.

1.1.2.2 Eligibility: client must be actively experiencing literal homelessness within the designated areas.

1.1.2.3 Priority given to clients currently sleeping outdoors and not in shelter

1.1.2.4 The lead entity for administering flex funds must have and share with the County policies, procedures and protocols to ensure funds are provided appropriately.

1.1.2.5 There must be a standard process and/or application for receiving flex funds.

1.1.2.6 Expenditures can include any of the following items (any items not on this list must receive prior approval from Maricopa County before purchase):

1.1.2.6.1 Hotel stays

1.1.2.6.2 Personal items needed to obtain or sustain housing (bed, silverware, clothing, etc)

1.1.2.6.3 Legal fees for prior legal judgements or expunging legal judgements

1.1.2.6.4 Vehicle repairs to prevent loss of employment

1.1.2.6.5 Housing search and placement

1.1.2.6.6 Rental application fees (when charged by the owner to all applicants)

1.1.2.6.7 Security deposits (no more than two months rent)

1.1.2.6.8 Rent for the last month of a lease agreement

1.1.2.6.9 Utility deposits (when required by utility company for all customers)

1.1.2.6.10 Moving and storage costs for up to three months

### 1.1.3 Hygiene kits:

Kits will be provided to homeless/unsheltered individuals to include items such as toothpaste, soap, deodorant, etc.

## 2.0 Scope of Work:

The Subrecipient shall comply with the following service requirements:

### 2.1 Administration

- 2.1.1 Ensure established Policies and Procedures are in place for Project service delivery;
- 2.1.2 Implement a process to ensure individuals served are currently experiencing homelessness or are in need of safe respite from the heat;
- 2.1.3 Be responsible for hiring, managing, training, and terminating staff as necessary, in accordance with Subrecipient's established policy and procedures. Subrecipient shall make Policies available for County review at time of monitoring.
- 2.1.4 Report incidents that may involve a liability issue, significant disruptions in services or unusual or dangerous interactions which may leave the County open for public scrutiny. Subrecipient will report incident to County Homeless Services staff by telephone as soon as possible within 24 hours following occurrence and will provide a detailed incident report to County Homeless Services staff within three (3) business days following occurrence.
- 2.1.5 Collaborate with Homelessness service agencies to coordinate services for clients.
- 2.1.6 Background Checks for Employment Through Central Registry:
  - 2.1.6.1 The Subrecipient shall make available valid Background Check information to County upon request.
- 2.1.7 Fingerprinting:
  - 2.1.7.1 The Subrecipient shall comply with, and shall ensure that all Subrecipient's employees, independent contractor, subcontractors, volunteers, and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprinting clearance cards, certification regarding pending or past criminal matters, and criminal records checks that relate to contract performance.
  - 2.1.7.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certification regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Agreement.
  - 2.1.7.3 The Subrecipient is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.
  - 2.1.7.4 The Subrecipient shall make available valid Fingerprint information to County upon request.

### 2.2 Safeguarding of Participant Information

- 2.2.1 The use or disclosure by the Subrecipient of any information concerning an applicant for, or recipient of, service under this Agreement is directly limited to the conduct of this Agreement. The Subrecipient and any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall safeguard the confidentiality of this information, just as they would safeguard their own confidential information.
  - 2.2.2 The Subrecipient shall be responsible for preparation and retention of any records and shall ensure strict confidentiality is maintained in accordance with all laws and guidelines including HIPAA, and state laws regarding individual's records.
- 2.3 Services for Clients
- 2.3.1 Street outreach
    - 2.3.1.1.1 activities designed to meet the immediate needs of people experiencing homelessness in unsheltered locations by connecting them with emergency shelter, housing, or critical services, and providing them with urgent, non-facility-based care. Component services generally consist of engagement, case management, emergency health and mental health services, and transportation.
  - 2.3.2 Flex funding
    - 2.3.2.1 Service Eligibility
      - 2.3.2.1.1 All clients assisted must have an active entry in HMIS from March 2020 or later
      - 2.3.2.1.2 Flexible spending account funds must be for the purpose of clients to obtain or retain housing and/or eliminate barriers in obtaining or retaining housing
      - 2.3.2.1.3 Clients must demonstrate that the flexible fund is the option of last resort or meets an immediate need that other funding sources are unable to cover
  - 2.3.3 Hygiene kits
 

Hygiene kits to be distributed at Town buildings, events, and any additional locations where Town and provider staff encounter individuals experiencing homelessness
- 2.4 Outcomes/Performance Measures
- 2.4.1 **Street outreach to include:**
    - 2.4.1.1 Number of individuals experiencing homelessness served
    - 2.4.1.2 Number of individuals receiving navigation services
    - 2.4.1.3 95% fund utilization
    - 2.4.1.4 Data must be entered into HMIS within 3 days
    - 2.4.1.5 95% of clients with complete program data elements entered into HMIS
    - 2.4.1.6 Receipt of Outside Benefits Upon Exit: 40% of with at least one source of outside benefits
    - 2.4.1.7 40% of clients exiting the program go to positive destinations as recorded in HMIS
    - 2.4.1.8 66% of clients contacted become engaged in services

- 2.4.1.9 Percentage of program participants meeting the Chronic homeless definition is greater than 30%
  - 2.4.2 **Flex fund to include:**
    - 2.4.2.1 Number of application processed
    - 2.4.2.2 Summary of services
    - 2.4.2.3 Number of people who obtained housing with the help of flex funding
  - 2.4.3 **Hygiene kits to include:**
    - 2.4.3.1 Number of hygiene kits distributed to individuals experiencing homelessness
- 2.5 Reporting Requirements
- 2.5.1 Monthly reporting to be submitted no later than the 15th calendar day of the month, following the close of the prior month (i.e., February 15th for January report) to include:
    - 2.5.1.1 Monthly payment request form for reimbursement using a template provided by the County.
    - 2.5.1.2 Program Reports to be sent monthly:
      - 2.5.1.2.1 Outcome report using an agreed upon template that reports progress on outcomes/ performance measures listed in the section above.
    - 2.5.1.3 COC APR from HMIS
  - 2.5.2 Provide Quarterly report indicating the expenditure percentage of the yearly budget with a budget narrative describing the status and any programmatic or financial issues. This report is to include all funding sources.
  - 2.5.3 Share aggregate data at the request of County within 7 days.
- 2.6 Monitoring
- 2.6.1 The County will monitor the Subrecipient's compliance with fiscal and programmatic performance under the terms and conditions of this Agreement. On-site visits for compliance monitoring may be made by either the County at any time during the Subrecipient's normal business hours, announced or unannounced. During an on-site visit, the Subrecipient shall make all its records and accounts related to work performed under this Agreement available to the County for inspection and copying.
  - 2.6.2 Subrecipient shall make Policies available for County review at time of monitoring.
  - 2.6.3 Subrecipient will provide full access, read only, to the Project in HMIS for the purpose of monitoring client files no more than once per quarter. Subrecipient is responsible for notifying HMIS Lead Agency and granting access to the County within 3 business days of monitoring notice.
  - 2.6.4 County will conduct desk monitoring monthly when financial and programmatic reports are submitted.
  - 2.6.5 The County will conduct desk monitoring at minimum, on an annual basis and in conjunction with federal agencies, if applicable, in order to review outputs, outcomes and requirements described in the scope of work.
  - 2.6.6 Subrecipient will provide any ad hoc reports as requested by the County including aggregate or client level data through the HMIS System and according to approved CoC Data Sharing agreements. Such reporting shall be for the purposes of improving access to and effectiveness of service.

The County reserves the right to add, remove or revise reporting requirements at its discretion.

### 3.0 Budget:

<b>FUND SOURCES</b>	
<b>Sources</b>	<b>Total</b>
Maricopa County – ARPA	\$240,000

<b>Line Item Expenditures</b>	<b>Total Service Cost</b>	<b>County Costs</b>
Employee Related Expenses (ERE)	\$0	\$0
Professional Expenses	\$180,000	\$180,000
Phone/Communications	\$0	\$0
Client Expenses (housing vouchers)	\$20,000	\$20,000
Material & Supplies	\$20,000	\$20,000
Admin Costs	\$95,000	\$20,000
Indirect Costs	\$0	\$0
<b>TOTALS:</b>	<b>\$315,000</b>	<b>\$240,000</b>

### 4.0 Project Schedule:

<b>Project Milestone</b>	<b>Estimated Completion Date</b>	<b>Comments</b>
Necessary staff hired (if applicable)	N/A	Continuing current contract
If subcontracting, provide the expected date to post and award for an RFP	N/A	Continuing current contract
Operations start date	July 1, 2023	Align with Fiscal Year
Full capacity operations start (If above was not 100%)	July 1, 2023	Align with Fiscal Year
Clarify any ramp up or ramp down time periods	N/A	Continuing current contract

**Intergovernmental Agreement**

for the

**Design, Rights-of-Way Acquisition, Utility Relocations, Construction, Construction  
Management and Operation and Maintenance**

of the

**Guadalupe Fire Station Drainage Improvements**

between the

**Town of Guadalupe**

and the

**Flood Control District of Maricopa County**

**IGA FCD 2023A005**

**Agenda Item \_\_\_\_\_**

This Intergovernmental Agreement (this “Agreement”) is entered into by and between the Flood Control District of Maricopa County, a political subdivision of the State of Arizona, acting by and through its Board of Directors (the “DISTRICT”), and the Town of Guadalupe, a municipal corporation, acting by and through its Mayor and TOWN Council, (the “TOWN”). The TOWN and the District are collectively referred to as the PROJECT PARTNERS and as a PROJECT PARTNER.

This Agreement shall become effective as of the date it has been executed by all PROJECT PARTNERS.

**STATUTORY AUTHORIZATION**

1. The DISTRICT is empowered by Arizona Revised Statutes (A.R.S.) § 48-3603, as revised, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the DISTRICT.
2. The TOWN is empowered by A.R.S. § 9-240(B) and A.R.S. §11-952, as amended, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the TOWN.

**BACKGROUND**

3. On October 19, 2022 the Board of Directors of the DISTRICT (the Board) adopted Resolution FCD 2022R003 (C-69-23-009-X-00) authorizing the DISTRICT to cost-share in projects recommended under the DISTRICT’s Small Project Assistance Program.
4. Under the DISTRICT’s Small Project Assistance Program for Fiscal Year 2024, the TOWN proposed the Guadalupe Fire Station Drainage Improvements (the “PROJECT”) to provide the following benefits:



- 4.1 Reduce the flood hazard to a property that has experienced historic flooding.
5. The PROJECT has been recommended by DISTRICT staff for the Fiscal Year 2024 program.

### **PURPOSE OF THE AGREEMENT**

6. The purpose of this Agreement is to identify and define the responsibilities of the DISTRICT and the TOWN for the design, rights-of-way acquisition, utility relocations, construction, construction management, and operation and maintenance of the PROJECT.

### **TERMS OF AGREEMENT**

7. The PROJECT shall mean the features required to accomplish the benefits enumerated in paragraph 4 of this Agreement. Features of the PROJECT, as envisioned at the time of this Agreement, are represented in Exhibit A but are subject to change without amendment to this Agreement.
8. PROJECT DESIGN AND CONSTRUCTION COST shall mean the actual amount of money required to complete the flood control features of the PROJECT that are completed and invoiced by the TOWN to the DISTRICT between July 1, 2023 and June 30, 2025.
  - 8.1 The following costs are expressly excluded from the PROJECT DESIGN AND CONSTRUCTION COST shared under this Agreement:
    - 8.1.1 Costs associated with rights-of-way acquisition, permitting, construction management (including materials testing and survey work), operations and maintenance.
    - 8.1.2 Costs associated with multi-use, landscaping or aesthetic features.
    - 8.1.3 Costs associated with utility conflicts and utility relocations.
  - 8.2 The PROJECT DESIGN AND CONSTRUCTION COST is estimated to be \$332,331, but is subject to change without amendment to this Agreement.
9. The DISTRICT shall:
  - 9.1 Fund seventy-five percent (75%) of the PROJECT DESIGN AND CONSTRUCTION COST incurred and invoiced between July 1, 2023 and June 30, 2025, with the funding from the DISTRICT limited to a maximum of \$1,000,000 in accordance with the DISTRICT's Small Project Assistance Program. The DISTRICT's current estimated funding share is \$212,536. DISTRICT funds will be from the DISTRICT's secondary tax levy revenues and DISTRICT funding shall be contingent upon the availability of DISTRICT Capital Improvement Program Budget funding. This term shall not be amended.
  - 9.2 Reimburse the TOWN per the terms of this Agreement within thirty (30) days of receipt of an invoice from the TOWN for its share of the PROJECT DESIGN AND CONSTRUCTION COST.

9.3 Participate in a final inspection of the completed PROJECT with the TOWN.

10. The TOWN shall:

10.1 Fund the full PROJECT DESIGN AND CONSTRUCTION COSTS not reimbursed by the DISTRICT, making the TOWN's estimated PROJECT DESIGN AND CONSTRUCTION COST share \$116,823 and TOWN will fully fund all PROJECT costs for any work completed and invoiced before July 1, 2023 or after June 30, 2025.

10.2 Fully and solely pay any payment required that does not fall within the definition of PROJECT DESIGN OR CONSTRUCTION COST.

10.3 Serve as the lead agency for all aspects of PROJECT implementation.

10.4 Invoice the DISTRICT as follows:

10.4.1 Within thirty (30) days of award of a PROJECT construction contract for one-half (1/2) of its share of the PROJECT DESIGN AND CONSTRUCTION COSTS.

10.4.2 Within thirty (30) days of completion of construction of the PROJECT, but no later than June 30, 2025, prepare a final accounting including change order costs not previously paid, and invoice the DISTRICT for the remainder of its share of the PROJECT DESIGN AND CONSTRUCTION COST incurred, if any, to date.

10.5 Reimburse the DISTRICT for any previous over-payments.

10.6 Design the PROJECT, provide PROJECT plans and specifications to the DISTRICT (including interim submittals as appropriate) for review and comment. The DISTRICT shall provide, within three (3) weeks of receipt of the plans and specifications from the TOWN, comments on the plans and specifications, if any. The TOWN shall incorporate the comments provided by the DISTRICT into the PROJECT as appropriate.

10.7 Coordinate and staff any necessary public involvement activities related to the PROJECT.

10.8 Obtain all permits required for the PROJECT.

10.9 Obtain rights-of-way required for the PROJECT.

10.10 Relocate conflicting utilities.

10.11 Construct the PROJECT, provide construction management (including materials testing and survey work), and provide any proposed construction change orders to the DISTRICT for concurrence.

10.12 Coordinate a final inspection of the completed PROJECT with the DISTRICT.

10.13 Own the completed PROJECT and be responsible for operation and maintenance of the completed PROJECT. The maintenance activities to be performed include, but are not limited to, maintaining the flood control function of the PROJECT, including sediment and vegetation removal and any and all aesthetic, park, and public use features, maintenance of landscaping, irrigation, multi-use trails and berms, removal of trash and debris, electricity and other operation costs for the facilities, vandalism repair and

replacement, and structural repair and replacement of the flood control structures. The TOWN may delegate this responsibility to a third party but will remain ultimately accountable to the DISTRICT under this Agreement.

10.14 On an annual basis, commencing on the first anniversary date of the completion and acceptance of the project, provide written notification to the DISTRICT that the project has been properly maintained by the Town of Guadalupe over the past year in accordance with the project design intent and to ensure proper hydraulic function.

10.15 Require that any contractor selected for the PROJECT:

10.15.1 Warrant its compliance with all federal immigration laws and regulations that relate to its employees and their compliance with A.R.S. § 23-214(A).

10.15.2 Warrant and certify that it does not currently, and agrees for the duration of the contract that it will not, use:

The forced labor of ethnic Uyghurs in the People's Republic of China.

Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China

Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If the TOWN becomes aware during the term of the Agreement that any Contractor is not in compliance with this paragraph, the TOWN shall notify the DISTRICT within five business days after becoming aware of the noncompliance. Failure of TOWN to provide a written certification that the appropriate contractor has remedied the noncompliance within one hundred eighty (180) days after notifying the public entity of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period. Warrant its compliance with all federal immigration laws and regulations that relate to its employees and their compliance with A.R.S. § 23-214(A);

10.15.3 Agree that a breach of the warranty under paragraph 10.15.1 shall be deemed a material breach of contract and is subject to penalties up to and including termination of the contract;

10.15.4 Agree that the DISTRICT retains the legal right to inspect the papers of the contractor or subcontractor employee(s) who work(s) on this Agreement to ensure that contractor or subcontractor is complying with the warranty under paragraph 10.15.1;

11. Any local permits required for the PROJECT that are issued by either PROJECT PARTNER shall be issued at no cost to the PROJECT.

12. Either PROJECT PARTNER may, with mutual written agreement of all PROJECT PARTNERS, delegate responsibilities to another party. Any delegation, however, shall not relieve the delegating PROJECT PARTNER of its original responsibilities as defined herein.

13. Each PROJECT PARTNER certifies that it has disclosed to the other PROJECT PARTNER any known ongoing or anticipated litigation (to which it is a party) related to the PROJECT or PROJECT-affiliated flooding hazards, and shall continue to make such disclosures through the duration of this Agreement.
14. In the case of any dispute over any items in this Agreement, the PROJECT PARTNERS agree to use their best efforts and enter into good faith negotiations to resolve the disputed matters. However, this shall not limit the rights of the PROJECT PARTNERS to seek any remedies provided by law.
15. Each PROJECT PARTNER shall take reasonable and necessary actions within its authority to ensure that only storm water is discharged into the PROJECT, and that such discharges into the PROJECT comply at the point of discharge with any applicable requirements of the U.S. Environmental Protection Agency, Clean Water Act, Arizona Pollutant Discharge Elimination System or any other applicable discharge requirements, including any permit requirements.
16. The PROJECT PARTNERS agree to equally share the cost of a PROJECT compliance and cost audit to be initiated within sixty (60) days of PROJECT completion, if requested by either PROJECT PARTNER. An independent auditing firm on contract to the DISTRICT and agreeable to the PROJECT PARTNERS will perform the audit. Any payments or reimbursements necessary to bring the PROJECT into compliance with the audit findings shall be made within 45 days of acceptance by all PROJECT PARTNERS of the audit report.
17. Each PROJECT PARTNER (indemnitor) shall, to the extent permissible by law, indemnify, defend and save harmless the others (indemnitees) including agents, officers, directors, governors and employees thereof, from and against any loss or expense incurred as a result of any claim or suit of any nature whatsoever, which arises out of indemnitor's negligent or wrongful acts or omissions pursuant to this Agreement. The TOWN shall further, to the extent permissible by law, indemnify, defend and save harmless the DISTRICT including agents, officers, directors, governors and employees thereof, from and against any loss or expense incurred as a result of any claim or suit of any nature whatsoever, which arises out of recreational use of the PROJECT in the event that it elects to invite such use (with or without DISTRICT concurrence). Such indemnification obligations shall encompass any personal injury, death or property damages resulting from the indemnitor's negligent or wrongful acts or omissions, as well as reasonable attorney fees, court costs, and other expenses relating to the defense against claims or litigation, incurred by the indemnitee. Indemnitee shall be liable for its own negligence or wrongful acts as provided by law.
18. Each PROJECT PARTNER
  - 18.1 Shall comply with A.R.S. §§ 41-4401 and 23-214(A). Failure by either PROJECT PARTNER to comply with A.R.S. §§ 41-4401 and 23-214(A) shall be deemed a breach of this Agreement and is subject to penalties up to and including termination of the Agreement.
  - 18.2 Retains the legal right to inspect the records of the other PROJECT PARTNER's and any contractors' or subcontractors' employees performing work under this Agreement to verify compliance with A.R.S. §§ 41-4401 and 23-214(A).

19. All notices or demands upon any PROJECT PARTNER shall be in writing and shall be delivered in person, by express delivery service for which a receipt is obtained or sent by mail addressed as follows:

Flood Control District of Maricopa County  
Director  
2801 West Durango Street  
Phoenix, Arizona 85009-6399

Town of Guadalupe  
Town Manager  
9241 S. Avenida Del Yaqui  
Guadalupe, AZ 85283

20. This Agreement shall expire either (a) two years from the date of execution by all PROJECT PARTNERS, or (b) upon both completion of the PROJECT and satisfaction of all funding obligations and reimbursements associated with this Agreement, whichever is the first to occur. However, by mutual written agreement of all PROJECT PARTNERS, this Agreement may be amended or terminated except as expressly stated in this Agreement. The operation and maintenance and indemnification provisions of this Agreement shall survive the expiration of this Agreement.
21. This Agreement is subject to the provisions of A.R.S. § 38-511.
22. Attached to this Agreement or contained herein are the written determinations by the appropriate attorneys for the PROJECT PARTNERS, that these agencies are authorized under the laws of the State of Arizona to enter into this Agreement and that it is in proper form.
23. If legislation is enacted after the effective date of this Agreement that changes the relationship or structure of one or more PROJECT PARTNERS, the PROJECT PARTNERS agree that this Agreement shall be renegotiated at the written request of either PROJECT PARTNER.



**TOWN OF GUADALUPE  
A Municipal Corporation**

Approved and Accepted By:

6/22/2023

\_\_\_\_\_  
Jeff Kulaga, Town Manager/Clerk                      Date

Attest:

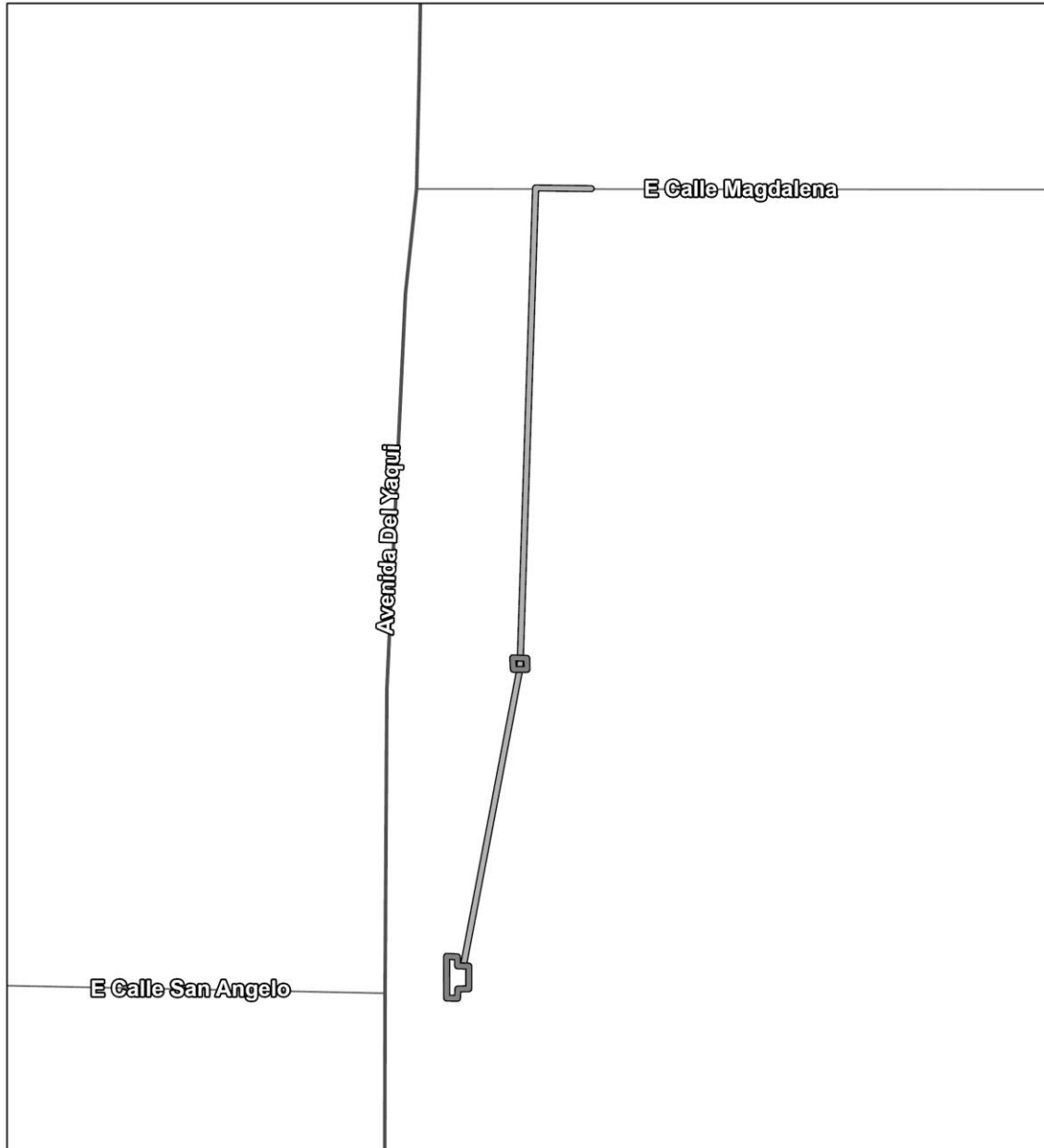
By: 6/22/2023  
Jeff Kulaga, Town Manager/Clerk    Date



The foregoing Intergovernmental Agreement FCD 2023A005 has been reviewed pursuant to A.R.S. Section 11-952, as amended, by the undersigned attorney who has determined that it is in proper form and within the power and authority granted to the Town of Guadalupe under the laws of the State of Arizona.

6/22/2023

\_\_\_\_\_  
David E. Ledyard, Town Attorney                      Date

### Exhibit A: Guadalupe Fire Station Drainage Improvements



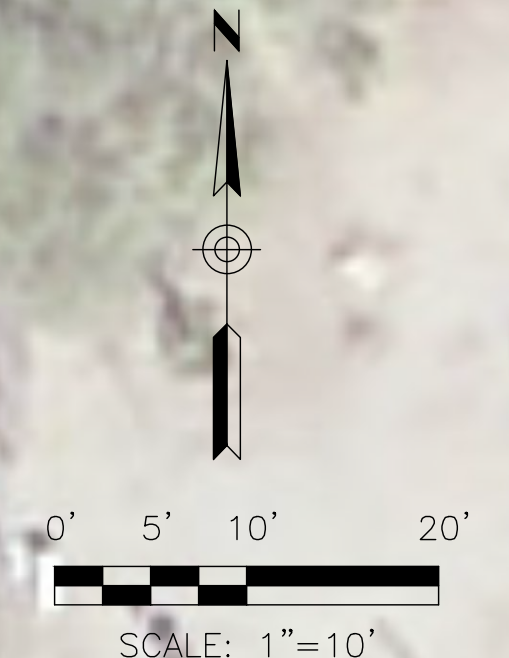
-  Guadalupe Drainage Improvements Catch Basin
-  Guadalupe Drainage Improvements Drainage Line

Not to Scale



Aerial Photography - 2021





**DIBBLE**

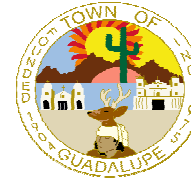
**Town of Guadalupe**

Project No 1016014.24

**Preliminary Engineer's Opinion of Probable Construction Cost**

**Fire Station Drainage Improvements**

Date: 2/21/2023



ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	PROJECT TOTAL	TOWN FUNDS (25%)	FCDMC FUNDS (75%)	
<b>Miscellaneous Project Costs</b>								
1	PERMIT ALLOWANCE*	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00	
2	SWPPP PLAN PREPARATION AND MAINTENANCE	LS	1	\$3,000.00	\$3,000.00	\$750.00	\$2,250.00	
3	TRAFFIC CONTROL MANAGEMENT	LS	1	\$3,000.00	\$3,000.00	\$750.00	\$2,250.00	
4	MOBILIZATION/DEMOBILIZATION	LS	1	\$15,000.00	\$15,000.00	\$3,750.00	\$11,250.00	
5	CONSTRUCTION SURVEY AND STAKING	LS	1	\$7,000.00	\$7,000.00	\$1,750.00	\$5,250.00	
6	CONTRACTOR QUALITY CONTROL	LS	1	\$4,000.00	\$4,000.00	\$1,000.00	\$3,000.00	
7	CONSTRUCTION MANAGEMENT*	LS	1	\$19,500.00	\$19,500.00	\$19,500.00	\$0.00	
					<i>Subtotal</i>	\$56,500.00	\$32,500.00	\$24,000.00
<b>Removals and Relocations</b>								
8	REMOVE AC PAVEMENT	SY	30	\$150.00	\$4,500.00	\$1,125.00	\$3,375.00	
9	REMOVE CURB & GUTTER	LF	25	\$50.00	\$1,250.00	\$312.50	\$937.50	
10	REMOVE SIDEWALK	SF	350	\$30.00	\$10,500.00	\$2,625.00	\$7,875.00	
11	SAWCUT AC PAVEMENT	LF	120	\$10.00	\$1,200.00	\$300.00	\$900.00	
12	UTILITY RELOCATIONS*	LS	1	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00	
					<i>Subtotal</i>	\$37,450.00	\$24,362.50	\$13,087.50
<b>Drainage &amp; Roadway Improvements</b>								
13	SUBGRADE PREPARATION	SY	30	\$150.00	\$4,500.00	\$1,125.00	\$3,375.00	
14	AGGREGATE BASE COURSE	SY	30	\$100.00	\$3,000.00	\$750.00	\$2,250.00	
15	ASPHALT CONCRETE	SY	30	\$350.00	\$10,500.00	\$2,625.00	\$7,875.00	
16	VERTICAL CURB & GUTTER, MAG STD DET 220-1, TYPE A	LF	25	\$50.00	\$1,250.00	\$312.50	\$937.50	
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18	CONNECT TO EXST CATCH BASIN	EA	1	\$3,000.00	\$3,000.00	\$750.00	\$2,250.00	
19	18" RGRCP STORM DRAIN	LF	220	\$250.00	\$55,000.00	\$13,750.00	\$41,250.00	
20	18" RGRCP STORM DRAIN, JACK & BORE	LF	70	\$300.00	\$21,000.00	\$5,250.00	\$15,750.00	
21	CONCRETE CATCH BASIN, TYPE A, MAG STD DET 530	EA	1	\$15,000.00	\$15,000.00	\$3,750.00	\$11,250.00	

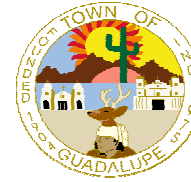
**Town of Guadalupe**

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Date: 2/21/2023



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23	5' STORM DRAIN MANHOLE (MAG STD DET 424-2, 520 & 522)	EA	1	\$10,000.00	\$10,000.00	\$2,500.00	\$7,500.00	
24	SIGNING & STRIPING	LS	1	\$5,000.00	\$5,000.00	\$1,250.00	\$3,750.00	
25	INLET GRADING	LS	1	\$10,000.00	\$10,000.00	\$2,500.00	\$7,500.00	
					<i>Subtotal</i>	\$155,650.00	\$38,912.50	\$116,737.50
					<i>Construction Contingency (10%)</i>	\$24,960.00	\$9,577.50	\$15,382.50
					<i>Construction Subtotal</i>	\$249,600.00	\$95,775.00	\$153,825.00
					<i>Design Subtotal</i>	\$57,771.00	\$14,442.75	\$43,328.25
					<b>PROJECT TOTAL</b>	<b>\$332,331.00</b>	<b>\$119,795.00</b>	<b>\$212,536.00</b>

\* The FCDMC Small Project Assistance Program does not provide funding for items associated with right-of-way acquisition, utility adjustments or relocations, permitting, construction management, materials testing, survey work, non-flood control features, or operations and maintenance. The Town is responsible for providing 100% of the funding for these items.

p 602.957.1155 | 7878 North 16<sup>th</sup> Street, Suite 300  
f 602.957.2838 | Phoenix, AZ 85020

*dibblecorp.com*

March 21, 2023

Kim Belt, CPM  
Capital Improvement Program  
Flood Control District of Maricopa County  
301 W Jefferson St  
Phoenix, AZ 85003

**RE: Small Project Assistance Program Submission**

Dear Ms. Belt:

Please accept this letter as our formal submission to the Small Project Assistance Program (SPAP) for the following project:

**Project Name:** Guadalupe Fire Station Drainage Improvements

**Agency:** Town of Guadalupe

**Affected Structures:**

Guadalupe Fire Station & Engine Bay  
8413 S Avenida del Yaqui  
Guadalupe, AZ 85283  
APN: 301-06-062A

**Project Description:**

The Guadalupe Fire Station located in the Town of Guadalupe, Maricopa County, Arizona has been experiencing frequent structure flooding in both, the fire station building and the engine bay since its construction. Currently, stormwater runoff flows along Avenida del Yaqui where it overtops an existing driveway and combines with flow from a vacant property south of the fire station. The runoff then flows north across the fire station engine bay driveway where it flows into the front entry of the building and into the engine bays. During these events, driveway access is restricted, fire crews must walk through flood water to reach the engines and emergency equipment must be relocated to avoid damage. The Fire Chief has indicated that structure flooding has occurred at least 28 times over the last 10 years, and as recently as March 15, 2023.

**DIBBLE**

The current solution is to place sandbags at the entrance of the fire station building and lay fire hose across the engine bay driveway to minimize flood waters entering the structure. The Town of Guadalupe has contacted Dibble to design a solution that will assist with intercepting stormwater runoff before it has a chance to accumulate in front of the fire station and encroach into the structure.

The proposed solution calls for the installation of a curb inlet catch basin within Avenida del Yaqui upstream of the existing driveway to reduce stormwater runoff from the roadway and eliminate the ability for runoff to overtop the driveway and flow into the vacant lot south of the fire station. A second catch basin will be installed just south of the fire station engine bay driveway to reduce flows crossing the driveway and prevent flows from accumulating and penetrating the existing structure. Both catch basins will drain via underground storm drain pipe to an existing cross-street inlet in E Calle Magdalena where it eventually outfalls into the Northeast Retention Basin along the Highline Canal.

Included with this submission are the following supporting documents:

- Project Location Map and Preliminary Design
- Documentation of Flooding
- Anticipated Project Costs
- SPAP Scoring Matrix

Thank you for your consideration.

Sincerely,

Vince Gibbons, PE  
Principal Engineer  
Guadalupe Town Engineer

***Dibble***



Attachment A: Scoring Matrix **Guadalupe Fire Station Drainage Improvements****Small Project Assistance Program Scoring Matrix**

Finite values are assigned to project evaluation questions as follows:

1. Smallest storm event that has flooded **=OR=** could "potentially" flood residential or commercial structures:

<b>CHECK THIS BOX IF "COULD POTENTIALLY FLOOD"</b>	
20	2-year
16	5-year
12	10-year
9	50-year
6	Greater than 50-year
0	No documented evidence of damage to residential or commercial structures

2. Number of residential or commercial structures that have been flooded **=OR=** could "potentially" be flooded:

<b>CHECK THIS BOX IF "COULD POTENTIALLY BE FLOODED"</b>	
20	Five or more
16	Four
12	Three
8	Two
4	One
0	Zero

3. Number of recorded storm events that have flooded residential or commercial structures:

15	Three or more
10	Two
5	One
0	Zero

4. Water Conservation; Alternative Stormwater Management; Grant Funding

2	Project includes Water Conservation opportunities
2	Project utilizes Alternative Stormwater Management techniques
2	Project in whole or in part utilizes third party Grant Funding

5. Smallest storm event that has caused roadway or access closures:

13	2-year
8	5-year
3	10-year
0	No documented evidence of roadway or access closures during a 10-year or smaller event

6. If work towards final plans and specifications is underway/completed, indicate percent complete:

15	100%
12	90%
10	60%
3	30%
0	Less than 30%

7. Does the submitting agency own all project rights-of-way or have necessary land rights in place?

10	Yes
0	No

8. Indicate agency's priority assigned to this project (1, 2, 3, etc.) compared to its other submittals:

5	One
3	Two
0	Three or more

**Total: 64**



**Town of Guadalupe**  
 Project No 1016014.24  
**Preliminary Engineer's Opinion of Probable Construction Cost**

**Fire Station Drainage Improvements**  
 Date: 2/21/2023

ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	PROJECT TOTAL	FCDMC FUNDS (75%)	
						TOWN FUNDS (25%)	FCDMC FUNDS (75%)
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**Town of Guadalupe**  
**Project No 1016014.24**  
**Preliminary Engineer's Opinion of Probable Construction Cost**



**Fire Station Drainage Improvements**  
**Date: 2/21/2023**

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				<b>PROJECT TOTAL</b>	<b>\$332,331.00</b>	<b>\$119,795.00</b>	<b>\$212,536.00</b>

\* The FCDMC Small Project Assistance Program does not provide funding for items associated with right-of-way acquisition, utility adjustments or relocations, permitting, construction management, materials testing, survey work, non-flood control features, or operations and maintenance. The Town is responsible for providing 100% of the funding for these items.



## *Guadalupe Fire Department*

8413 S Avenida del Yaqui  
Guadalupe Arizona 85283

March 20, 2023

Flood Control District of Maricopa County  
2801 W Durango St.  
Phoenix AZ 85009

Subject: Structure Flooding at Guadalupe Fire Station

Structure Address:

Guadalupe Fire Station #241  
8413 S Avenida del Yaqui  
Guadalupe, AZ 85283  
APN: 301-06-062A

During rain events, stormwater runoff overflows an existing driveway along Avenida del Yaqui and combines with flow from the vacant property south of the fire station. This combined runoff flows north and across the fire station engine bay driveway, restricting access and depositing debris and sediment. Stormwater also then flows into and through the station engine bay as well as through the front entry door, flooding both structure areas. Crews must walk through flood water to access the engines during an emergency, and equipment, supplies and power cords must be relocated during flooding to avoid damage. Structure flooding has been observed at least 28 times over the last 10 years, and as recently as March 15, 2023.

The current solution is to place sandbags in front of the front entry door and lay fire hose across the engine bay driveway to reduce flood waters entering the structure. Considering restricted access to this critical facility, and impacts to response times, it is vital that a solution be designed and constructed to address the structure flooding as soon as possible.

Thank you,

A handwritten signature in black ink that reads "Wayne Clement". The signature is stylized with a large, sweeping "A" at the end.

Wayne Clement – Fire Chief  
Guadalupe Fire Department  
c. 480-688-3447  
o. 480-505-5389

C2023-16

**INDEPENDENT CONTRACTOR AGREEMENT**

2023-24 Utility Assistance Programs

Contract No. 07012023-24

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below by and between (**Town of Guadalupe, An Arizona municipal corporation**) (hereinafter "Contractor") and Arizona Community Action Association DBA Wildfire, an Arizona nonprofit corporation DBA Wildfire (hereinafter "Wildfire").

RECITALS:

A. Wildfire is a nonprofit organization that, as part of its mission to promote economic self-sufficiency for low-income Arizonans, administers energy program funding to provide weatherization services, utility repair and replacement, utility deposits and bill assistance.

B. Wildfire is receiving or expects to receive during the term of this Agreement funding from the fund sources in **Section 1** (the "Fund Sources") pursuant to Program Documents (as defined in **Section 4**).

C. Wildfire desires to subcontract with Contractor to obtain assistance with fulfilling Wildfire's obligations under the Program Documents and Contractor desires to receive the funding described herein and use it to provide services in accordance with the Program Documents and this Agreement.

THEREFORE, in consideration of the terms and conditions set forth in this Agreement and intending to be bound, Wildfire and Contractor hereby agree as follows:

**1. Services and Programs.**

1.1 **Services.** Contractor agrees, under the terms and conditions of this Agreement, to perform the following services for the programs listed in **Section 1.2**: (i) conduct application intake services, (ii) make eligibility determinations, and (iii) where applicable, conduct weatherization work, utility deposits, repair and replacement work, and (iv) bill assistance. Contractor shall perform the foregoing services during the term set forth in **Section 2**. Wildfire will not exercise control over the specific methods used by Contractor or the specific manner in which Contractor performs services under this Agreement, but Contractor shall follow Wildfire's instructions as to the result to be achieved. Contractor will receive Wildfire's instructions through an employee of Wildfire who is appointed to manage the program ("Program Manager"). Contractor may also receive instructions from a Wildfire employee designated to serve as a liaison between Wildfire and Contractor ("Monitor").

1.2 **Fund Sources.** For purposes of this Agreement, the programs, Fund Sources and amount of funding to be allocated to Contractor will be as set forth in the table on the following pages.

Fund Source(s)	Direct Service Amount (A)	Program Delivery (B)	Total Allocation (A+B)	Allowable Activities	Additional Information
Salt River Project (SRP) Bill Assistance	\$5,455	\$545	\$6,000	Utility assistance and deposits for SRP customers only (including M-Power customers)	Refer to Exhibit A: Salt River Project (SRP) Bill Assistance Program Summary
Southwest Gas Energy Share – Bill Assistance	\$2,727	\$273	\$3,000	Utility assistance and deposits for SWG customers	Refer to Exhibit A: Southwest Gas Energy Share – Bill Assistance Program Summary.
Utility Repair Replacement Deposit (URRD)	\$16,667	\$3,333	\$20,000	Utility/Appliance Repair or Replacement and/or Utility Deposits	Refer to Exhibit A, Appendix A: URRD Refer to Exhibit A, Appendix C: Instructions for Verifying Citizenship and Non-Legal Permanent Resident (LPR) Status
<b>Total Funding</b>	<b>\$24,849</b>	<b>\$4,151</b>	<b>\$29,000</b>		

Contractor makes guarantees and payments to utility companies and repair/replacement vendors. Service costs and program delivery costs are then reimbursed based on activity reports.

The table above, which highlights certain provisions of the Program Documents, is provided for Contractor’s convenience and is not intended to be an exhaustive description of all material terms of the Program Documents. Contractor is advised to carefully review the Program Documents in their entirety. In the event of any conflict between this summary and the Program Documents, the terms of the Program Documents will control.

1.3 Training. Contractor will participate in any training provided by Wildfire on dates and times selected by Wildfire.

1.4 Program Modification. Wildfire and the Fund Sources reserve the right to modify program eligibility guidelines and Program Documents. Contractor agrees to implement and comply with any and all modifications immediately after receipt of written notice of such modifications.

## 2. Term and Termination.

2.1 Term. Unless sooner terminated pursuant to **Section 2.2**, the term of this Agreement will be for one year beginning on the later of full execution of this Agreement or **July 1, 2023** (the “Effective Date”) and ending on **June 30, 2024**.

2.2 Termination. Either Wildfire or Contractor may terminate this Agreement at any time, for any or no reason, by giving thirty (30) days written notice to the other party of its election to terminate. If a Fund Source terminates a program or otherwise discontinues funding to Wildfire, then this Agreement will automatically terminate as to any services to be provided for that Fund Source.

2.3 Effect of Termination; Survival. Upon termination, Contractor's obligation to perform further services for Wildfire shall terminate and Wildfire's obligation to provide funding to

Contractor for such services shall terminate, but the remainder of this Agreement shall continue in full force and effect.

### **3. Funding; Expenses; Nature of Relationship.**

3.1 Funding; Payments to Contractor. Not later than the 15<sup>th</sup> day of each month, Contractor will ensure that all services performed during the prior month are represented correctly in the Wildfire Grants Management System (GMS) as required by **Section 4**. After the 15<sup>th</sup> day of each month, Wildfire will endeavor to review Contractor's activities from the prior month and give notice to Contractor of any disallowed items within ten (10) business days. Wildfire will submit all approved portions of Contractor's activities to the applicable Fund Sources. Contractor acknowledges and agrees that all activities are subject to approval by the Fund Sources and Wildfire's approval does not bind any Fund Source or constitute a guarantee by Wildfire of payment to Contractor.

3.2 Request for Additional Funds. Contractor may submit in writing a request for additional funds to Wildfire no earlier than November 30 of the current contract year. Requests for additional funds will be submitted to the Home Energy Assistance Fund Advisory Board of Directors on the next available agenda. Approval of request(s) will be based on: a) there are adequate funds available; b) agency is at an expenditure rate to ensure any additional funds will be expended; c) request is not being used to cover over expenditures. All approved requests will be submitted to the Wildfire Board of Directors on the next available agenda for final review and approval.

3.3 Reimbursement of Expenses. Wildfire may provide certain materials and supplies to Contractor for use in performing services under this Agreement. Except for such materials and supplies, and except to the extent the Program Documents permit reimbursement of expenses from the Fund Sources, Contractor shall be responsible for expenses that it incurs in performing services under this Agreement, and shall not be entitled to reimbursement from Wildfire.

3.4 Expenditures. Wildfire reserves the right to terminate, reduce, or reallocate funds to another Contractor within the service territory, if Contractor's expenditure rate is not at a percentage to ensure one hundred percent expenditure of funds within the contract period. Wildfire will conduct a review of agency expenditures on a quarterly basis, and will notify the Contractor of any concerns. It is the responsibility of the Contractor to monitor all contract expenditures and to ensure that no over expenditures occur. If an over expenditure occurs, the Contractor is responsible for absorbing and/or returning the amount of the payment.

3.5 Advance Payments. Contractor may request a one-time advance in accordance with the established One-Time Advance Payment Policy approved by the Home Energy Assistance Advisory Board of Directors and the Wildfire Board of Directors. Contractor may request the Advance Request Form through Wildfire, if needed.

3.6 Nature of Relationship. As between Wildfire and Contractor, Wildfire shall have the same rights as the Funding Sources have under the applicable Program Documents. Contractor shall have only those rights expressly provided to Contractor under this Agreement. The relationship between Wildfire and Contractor shall be that of independent contractors for purposes including tax law purposes and employment law purposes and not that of employer-employee, partners, joint ventures, or otherwise. Contractor acknowledges and agrees that Contractor shall have no right or opportunity to participate in any employee benefits plans, compensation plans, or other benefits that Wildfire may offer to its employees, and that Contractor will not be treated as an employee for purposes of workers compensation laws, employment laws, or tax laws, including without limitation federal and state income tax laws, social security tax laws and unemployment contribution laws. Contractor agrees to comply with all laws

applicable to independent contractors including, but not limited to, professional and tax licensing requirements and reporting and payment of applicable federal, state and local taxes, including without limitation income taxes and self-employment taxes.

3.7 Indemnification. Contractor agrees to indemnify, defend and hold Wildfire and its directors, officers, employees and agents harmless for, from and against any tax or other liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands resulting from or arising out of a breach of this Agreement by Contractor or Contractor's employees or agents, or resulting from or arising out of rendering services under this Agreement by Contractor or Contractor's employees or agents or to the extent caused by the negligence or intentional misconduct of Contractor or Contractor's employees or agents. Wildfire agrees to indemnify, defend and hold Contractor and its directors, officers, employees and agents harmless for, from and against any liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands to the extent caused by the negligence or intentional misconduct of Wildfire or Wildfire's employees or agents.

### 3.8 Insurance.

3.8.1 Contractor and any subcontractors shall procure and maintain, until all of their obligations have been satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services hereunder by Contractor or Contractor's agents, representatives, employees or subcontractors. Contractor shall also procure and maintain all additional insurance coverage required by the Program Documents.

3.8.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit Contractor's indemnity obligations contained in this Agreement. Wildfire makes no representation or warranty that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this contract by Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

3.8.3 Contractor shall provide coverage with limits of liability not less than those stated below.

#### *a) Commercial General Liability – Occurrence Form*

General Aggregate: The policy will have a combined single limit of \$2,000,000 for each occurrence for bodily injury and property damage. The policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- The policy shall be endorsed to include the following additional insured language: *“Arizona Community Action Association (dba Wildfire) shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor”*.
- The policy shall contain a waiver of subrogation against Arizona Community Action Association (dba Wildfire) and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

#### *b) Automobile Liability*

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

- Combined Single Limit (CSL) \$ 1,000,000
- The policy shall be endorsed to include the following additional insured language: *“Arizona Community Action Association DBA Wildfire shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”*.

c) *Worker's Compensation and Employers' Liability*

The policy will cover all obligations imposed by federal, state and local statutes with jurisdiction over Contractor's employees.

- The policy shall contain a waiver of subrogation against Arizona Community Action Association (dba Wildfire) and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3.8.4 Wherever additional insured status is required, such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

3.8.5 Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Wildfire.

3.8.6 Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an “A.M. Best” rating of not less than A- VII. Wildfire makes no representation or warranty that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency. If Contractor utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this Agreement. If Contractor chooses to use SSCIP or another approved insurance pool as its insurance provider, Contractor would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

3.8.7 Contractor shall furnish Wildfire with certificates of insurance (ACORD form or equivalent approved by Wildfire) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Wildfire before services commence. Each insurance policy required by this Agreement must be in effect at or prior to commencement of services under this Agreement and remain in effect for the duration of the term of this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

3.8.8 Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to Wildfire separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

#### **4. Compliance with Terms of Funding.**

4.1 **Contractor's Compliance with Terms of Funding.** Contractor acknowledges that Contractor's services will be part of the programs funded by the Funding Sources in *Section 1* pursuant to the Program Documents. Contractor agrees it will be bound by and will comply with all terms and conditions of the Program Documents, including without limitation all indemnification and insurance obligations. The "Program Documents" consist of the Attachments and Exhibits hereto and any written policies and procedures that Wildfire may send to Contractor from time to time, all of which are incorporated herein by this reference. The Program Documents require Wildfire to submit certain periodic reports to the Fund Sources. Contractor agrees to cooperate with Wildfire in preparing these reports. In addition, Contractor agrees to comply with all other reporting obligations under the Program Documents.

4.2 **Grants Management System Database (GMS).** Contractor will ensure that applications from all fund sources will be directly entered into the GMS Database, or transferred electronically, in accordance with the policies outlined in the Program Documents.

#### **5. Confidential Information.**

5.1 **Contractor's Obligation of Confidentiality.** Contractor recognizes that as a result of this Agreement and Contractor's performance of services hereunder Contractor will have access to confidential information ("Confidential Information"). Contractor will keep the Confidential Information it receives confidential at all times and will not, without the prior written consent of Wildfire, disclose Confidential Information to any person other than its legal counsel and other parties authorized by Wildfire in writing prior to the disclosure of the Confidential Information (such legal counsel and other authorized parties will hereinafter be collectively referred to herein as the "Representatives") who need to know the Confidential Information. Contractor agrees to inform its Representatives of the confidential nature of the Confidential Information and to obtain their agreement to be bound by the terms of this **Section 5** for the benefit of Wildfire. Contractor agrees to treat and use Confidential Information in a manner that is consistent with protecting such information. Contractor agrees that it will be responsible for any unauthorized use or disclosure of Confidential Information or other non-compliance with this Agreement by any Representative or other agents, or by any other person who obtains access to Confidential Information from, or due to the fault of, Contractor. Any such non-compliance will constitute a breach of this Agreement by Contractor.

5.2 **Definition of Confidential Information.** Confidential Information includes without limitation any information in whatever form, whether documents, computer disks, computer drives, computer chips, audio tapes or video tapes, that are marked with the legend "confidential" or other notice of similar meaning or are otherwise treated as confidential by Wildfire. Whether or not indicated to be confidential, the following information shall be deemed to constitute Confidential Information: all data collected from applicants for assistance and program participants including without limitation names, addresses, and any other information of a personal or intimate nature, and all trade secrets, proprietary data, financial information, business information and other proprietary information disclosed by Wildfire to Contractor, and further including without limitation any copies, summaries, indexes or abstracts of Confidential Information and any information or materials derived from Confidential Information. In addition to the foregoing, any information that is otherwise protected by law as confidential without regard to this Agreement shall constitute Confidential Information. The term "Confidential Information" as used herein does not include any information which (a) is already known to the public prior to disclosure to Contractor; (b) is subsequently made known to the public without any violation of this Agreement; or (c) is rightfully received by Contractor from a third party without similar restriction and without breach of this Agreement. Notwithstanding the foregoing, Contractor will not be deemed in violation of this Agreement in the event Contractor discloses Confidential Information in response to a duly issued court order or



subpoena if Contractor provides prompt advance notice thereof to Wildfire or if Contractor discloses data regarding applicants for assistance and program participants to the extent required by Contractor's reporting obligations under other agreements pursuant to which Contractor receives funding.

6. **Audit and Inspection.** Wildfire will have the right to audit and inspect Contractor's work to verify compliance with this Agreement. Contractor agrees to provide Wildfire and its Fund Sources with access, upon reasonable advance notice and during normal business hours, to all of Contractor's books and records that relate to this Agreement. Contractor will maintain copies of all books and records that relate to this Agreement for at least 3 years after the expiration of this Agreement.

7. **Notices.** All notices given in connection with this Agreement shall be in writing and sent by: (i) hand delivery (ii) nationally recognized courier, (iii) facsimile, (iv) United States certified mail with return receipt requested, postage paid, or (v) e-mail. All notices shall be deemed given and received when (a) if given by facsimile, upon confirmed transmission during normal business hours (before 5:00 p.m. Arizona time), if confirmed transmission is after normal business hours it will be deemed given and received the next business day, (b) if hand delivered, when delivered (as confirmed by receipt executed by the recipient or delivery confirmation executed by the courier), (c) if given by a nationally recognized courier, on the day the notice is actually delivered (as confirmed by receipt executed by the recipient or delivery confirmation by the courier), (d) if given by certified mail, return receipt requested, postage paid, when actually delivered to the addresses specified herein as evidenced by return receipt or refusal or failure to accept delivery. All notices will be given at the address or by use of the facsimile number or e-mail address specified for a party on the signature page hereof. A party may change its mailing address, e-mail address and/or facsimile number for notice by giving notice to the other parties in accordance with this Section.

8. **Limitation of Liability.** Contractor acknowledges that all funds to be provided pursuant to this Agreement will be provided by the Fund Sources, and Contractor agrees to look solely to funds actually paid by the Fund Sources for Contractor invoices approved by the Fund Sources for all compensation and reimbursement hereunder. Wildfire's obligations under this Agreement are subject to the Fund Sources actually providing the funds (either to Wildfire or directly to Contractor) pursuant to the Program Documents. Wildfire intends to allocate the funds from each Fund Source to multiple contractors. If one or more Fund Sources reduces their funding to Wildfire, then Wildfire reserves the right to reduce Contractor's funding under this Agreement and to allocate the reduced funding among Contractor and other contractors as determined by Wildfire in its sole discretion.

9. **Assignment; Subcontractors.** Contractor may not assign Contractor's rights or obligations under this Agreement without Wildfire's prior written consent, which consent Wildfire may withhold in its sole discretion. Contractor may not use a subcontractor to perform any of Contractor's obligations under this Agreement without Wildfire's prior written consent, which consent Wildfire will not unreasonably withhold. Wildfire's consent to an assignment or subcontractor will not release Contractor from any obligations hereunder.

10. **Choice of Law and Forum.** This Agreement has been entered into in Maricopa County, Arizona and its application and interpretation shall be governed exclusively by its terms and by the laws of the State of Arizona without regard to its choice of law rules. The exclusive and proper venue for any dispute arising out of this Agreement will be the state and federal courts located in Maricopa County Arizona.

11. **Integration; Modification; Waiver.** This Agreement reflects the entire agreement of the parties relating to the subject matter hereof. All recitals, Attachments and Exhibits to this Agreement are incorporated herein by this reference. No provision of this Agreement shall be deemed waived, amended,

or modified by any party unless both parties sign a written amendment or the party against whom the waiver is asserted signs a written waiver.

12. **Counterparts; Email.** This Agreement may be executed in counterparts and delivered via email.

13. **Exhibits.**

Exhibit A Home Energy Assistance Fund Policy Manual FY 2024

Exhibit B Federal Poverty Income Guidelines effective July 1, 2023 –  
June 30, 2024

**[Signature page follows]**

**INDEPENDENT CONTRACTOR AGREEMENT**

2023-24 Utility Assistance Programs

Signature Page

IN WITNESS WHEREOF, the undersigned have executed this Agreement, effective as of the Effective Date.

CONTRACTOR  
**(Town of Guadalupe)**  
An Arizona municipal corporation

**Arizona Community Action Association** (dba  
Wildfire), an Arizona nonprofit corporation

\_\_\_\_\_  
By: Valerie Molina  
Title: Mayor

By: \_\_\_\_\_

Name: Kelly McGowan

ATTEST:

Title: Interim Executive Director

\_\_\_\_\_  
Jeff Kulaga  
Town Manager / Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM:

Address:  
340 E Palm Lane, Suite 315  
Phoenix, Arizona 85004  
Fax: 602-604-0644  
E-mail: [kmcgowan@wildfireaz.org](mailto:kmcgowan@wildfireaz.org)

\_\_\_\_\_  
David E. Ledyard  
Town Attorney

**Address:**  
9241 S Avenida del Yaqui  
Guadalupe, AZ 85283