



*****DUE TO COVID-19, SEATING CAPACITY IS LIMITED TO NO MORE THAN 10 ATTENDEES*****

*****MEETING BROADCAST LIVE ON TOWN OF GUADALUPE FACEBOOK PAGE*****

Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Anita Cota
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

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

NOTICE OF REGULAR MEETING OF THE GUADALUPE TOWN COUNCIL

THURSDAY, JULY 23, 2020
6:00 P.M.

GUADALUPE TOWN HALL
9241 SOUTH AVENIDA DEL YAQUI, MUSEUM ROOM
GUADALUPE, ARIZONA

Pursuant to A.R.S. 38-431.02, notice is hereby given to the members of the Town of Guadalupe Council and to the general public that the Guadalupe Town Council will hold a meeting, open to the public, on Thursday, July 23, 2020, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Museum Room, Guadalupe, Arizona.

AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. INVOCATION/PLEDGE OF ALLEGIANCE
- D. APPROVAL OF MINUTES
 1. Approval of the June 11, 2019, Town Council Regular Meeting Minutes.
 2. Approval of the June 11, 2019, Town Council Special Meeting Minutes.
 3. Approval of the June 25, 2019, 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 PRESENTATIONS: None.
- G. DISCUSSION AND POSSIBLE ACTION ITEMS:
 1. COVID-19 ACTION UPDATE: Town staff will present current COVID-19 data and current actions of the Guadalupe COVID-19 Response Team, in partnership with the Pascua Yaqui Tribe, Maricopa County Public Health Services, Arizona State University, and the City of Tempe to safe guard public health and safety in response to the Coronavirus. An update on Town services will also be provided. Council may provide direction to the Town Manager / Clerk.



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2. **MERCADO TENANTS' REQUEST:** Staff will provide follow up information on the Mercado Tenant Rent Deferral Program (Program) approved by the Council at their May 14, 2020, Regular Council Meeting. The Mercado de Guadalupe (Tianguis) is located at 9201 South Avenida del Yaqui. The Program was intended to provide temporary rent deferral relief from the Town due to the economic impacts of COVID-19. Council may provide direction to the Town Manager / Clerk. *There is no material for this agenda item.*

3. **PUBLIC HEARING – VARIANCE REQUEST FOR MEDICAL MARIJUANA DISPENSARY HOURS OF OPERATION, THE MINT DISPENSARY:** Hold a public hearing to receive public input regarding a variance request to allow G.T.L. LLC dba The Mint, Dispensary, 5210 South Avenida del Yaqui, Guadalupe, AZ, authorization to operate 24 hours a day, seven days a week. The Applicant is Raul Molina. Council may provide direction to the Town Manager / Clerk. *(continued from the June 25, 2020, Regular Council Meeting at the request of the Applicant; related to G4)*

4. **VARIANCE REQUEST FOR MEDICAL MARIJUANA DISPENSARY HOURS OF OPERATION, THE MINT DISPENSARY:** Council will consider a variance request to allow G.T.L. LLC dba The Mint, Dispensary, 5210 South Avenida del Yaqui, Guadalupe, AZ to be authorized to operate 24 hours a day, seven days a week. The Applicant is Raul Molina. Council may provide direction to the Town Manager / Clerk. *(continued from the June 25, 2020, Regular Council Meeting at the request of the Applicant; related to G3)*

5. **PUBLIC HEARING – MEDICAL MARIJUANA DISPENSARY ZONING CODE TEXT AMENDMENT (ORDINANCE NO. O2020.24):** Hold a public hearing to receive public input to repeal and replace Ordinance No. O2020.23 with Ordinance No. O2020.24 related to amending the Town of Guadalupe Zoning Code, Chapter 154, Section 154.082 – Operation Requirements for medical marijuana dispensaries. Ordinance No. O2020.24 aligns the same Council approved code amendments with the new code formatting and citations. Council may provide direction to the Town Manager / Clerk. *(related to G6)*

6. **MEDICAL MARIJUANA DISPENSARY ZONING CODE TEXT AMENDMENT (ORDINANCE NO. O2020.24):** Council will consider and may take action to adopt Ordinance No. O2020.24 to repeal and replace Ordinance No. O2020.23 with Ordinance No. O2020.24 that amends the Town of Guadalupe Zoning Code to align the same Council approved code amendments with the new code formatting and citations. Council may provide direction to the Town Manager / Clerk. *(related to G5)*

7. **PUBLIC HEARING – ANIMAL CARE AND CONTROL ORDINANCE (ORDINANCE NO. O2020.25):** Hold a public hearing to receive public input to amend the Town Code of Ordinances, Chapter 90, Animals in General, Section 90.25 to revise the annual fee for kennels from \$75 to \$350, per the Maricopa County Board of Supervisors. Council may provide direction to the Town Manager / Clerk. *(related to G8)*

8. **ANIMAL CARE AND CONTROL ORDINANCE (ORDINANCE NO. O2020.25):** Council will consider and may take action to adopt Ordinance No. O2020.25 amending the Town Code of Ordinances, Chapter 90, Animals in General, Section 90.25 to align annual fees for kennels with the fees set forth by the Maricopa County Board of Supervisors. Council may provide direction to the Town Manager / Clerk. *(related to G7)*

9. **PUBLIC HEARING – INTERGOVERNMENTAL AGREEMENT WITH THE MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT TO ACCEPT COMMUNITY BLOCK GRANT FUNDING (RESOLUTION NO. R2020.24):** Hold a public hearing to obtain maximum feasible citizen involvement in the planning of specific Housing and Urban Development Community Block Grant funding for the Waste Water Collection System Project, CDBG20GD. Council may provide direction to the Town Manager / Clerk. *(related to G10)*



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10. **INTERGOVERNMENTAL AGREEMENT WITH THE MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT TO ACCEPT COMMUNITY BLOCK GRANT FUNDING (RESOLUTION NO. R2020.24):** Council will consider and may take action to adopt Resolution No. R2020.24 which authorizes the Mayor, or designee, to enter into an Intergovernmental Agreement (C2020-23) with Maricopa County, administered by its Human Services Department, to accept \$517,828 in U.S. Department of Housing and Urban Development Community Block Grant funding for the Waste Water Collection System Project, CDBG20GD. This project consists of repairing six sewer line segments, totaling 2,185 linear feet, coating seven manholes, and raising/ uncovering seven manhole frames and covers. Adoption of Resolution No. R2020.24 authorizes the Mayor, or designee, to execute all documents in furtherance of this agreement. Council may provide direction to the Town Manager / Clerk. *(related to G9)*

11. **COUNCIL MEETING TO CANVASS AUGUST 4, 2020, PRIMARY ELECTION RESULTS:** Arizona Revised Statutes require governing bodies to canvass election results not less than six days after an election, and not more than 20 days after an election. Upon receipt of the final/complete election results from the Maricopa County Elections Department, the Mayor will schedule a Special Council Meeting for formal approval of the election results. Complying with the statute, the suggested date range for scheduling a Council meeting to canvass the election results is Monday, August 10 – Monday, August 24. Council may provide direction to the Town Manager / Clerk. *There is no material for this agenda item.*

12. **CLAIMS:** Council will consider and may take action to approve the check register for May 2020, totaling \$419,018.91. Council may provide direction to the Town Manager / Clerk.

H. TOWN MANAGERS' COMMENTS

I. COUNCILMEMBERS' COMMENTS

J. ADJOURNMENT



July 17, 2020

To: The Honorable Mayor and Town Council

From: Jeff Kulaga, Town Manager / Clerk

RE: July 23, 2020, Town Council Regular Meeting Information Report

The purpose of this report is to provide brief information regarding each of the meeting's agenda items.

Agenda Items:

D1 – D3. June 11 and June 25, 2020 Regular Council Meeting Minutes & June 11, Special Meeting Minutes. Approval of recent meeting minutes for Council consideration. (Pages 8-21)

G1. COVID-19 ACTION UPDATE: A summary of current Town services is provided for review and consideration. Updates will continue to be provided as we monitor COVID-19 conditions. Similar to previous meetings, the COVID-19 Response Team report will provide via PowerPoint at the meeting.

Four key decisions for Council consideration, due to COVID-19:

- a. Fall / winter event planning begins in August, we are in a wait and see mode due to COVID-19. Given the amount of time and resources needed for event planning, staff recommends focusing on the Navidad en Guadalupe celebration. The suggested celebration involves a parade and complies with all COVID-19 safety protocols and protections.
- b. Given the COVID-19 focus, staff is recommending cancelling Spooktacular and the Tree Lighting Ceremony, scheduled for October 22 and November 28, respectfully.
- c. Similarly, it is recommended that vendors not be permitted at Dia de los Muertos in an effort to reduce gathering and to promote proper social distancing.
- d. A Memorandum of Understanding is being drafted between the Pasqua Yaqui Tribe and the Town of Guadalupe. Its intent is to clarify terms regarding sharing information related to COVID-19 efforts. Optimistically, this should be ready to present to the Town Council at an August meeting. (Pages 22-24)

G2. MERCADO TENANTS' REQUEST: At the May 14, 2020 Council Meeting, Council approved a Mercado Tenant Rent Deferral Program (Program) for tenants that were current in paying their rent, and seeking a 50% rent deferral opportunity due to the detrimental economic impacts of COVID-19. Four tenants participated in the Program from April – July, 2020, and one additional tenant participated in July 2020. The Program terms stipulate that participants pay half of their Mercado suite rent April – July, 2020, with the commitment to repay the Town the full 50% deferred rent amount no later than June, 2021.

Three of the four initial participants paid half rents on time and in full from April through June and complied with Program stipulations. As of this writing, one participant is presently in arrears at half the rent amount by one month. The July participant is in compliance.

In May, consideration was given to extending the Program through October, 2020. While the majority of participants complied with the Program, staff is recommending that the Program be discontinued for two reasons:

- a. The end of year 2020 Mercado fund balance is estimated at \$2,500. Without events and the loss of a stable tenant in June, Pathways in Education, the Town is not in a financial position to support a continued rent deferral program.

- b. Presently, the participating tenants must repay the four deferred half months rents or two months of full rent plus 11 months of 2020-2021 rent by June 30, 2021. Essentially, 13 months rent over an 11 month period of time. Any extension of this Program would increase the amount due over a lesser period of time.

Therefore, it is recommended that the Program be discontinued beginning August, 2020. *There is no material for this agenda item.*

G3. PUBLIC HEARING – G4. VARIANCE REQUEST FOR MEDICAL MARIJUANA DISPENSARY HOURS OF OPERATION, THE MINT DISPENSARY: *(continued from the June 25, 2020, Regular Council Meeting at the request of the Applicant)* The variance request requires a public hearing. G.T.L. LLC (dba The Mint – a medical marijuana dispensary), located at 5210 S. Avenida del Yaqui, has applied for a variance to the Town Zoning Code as it relates to the hours of operation for its medical marijuana dispensary. The applicant is Raul Molina. The public hearing has been properly posted on site and published in a newspaper of general circulation; and, 7 properties within a 150 foot radius of the applicant’s property were also notified via postal mail, as required by the Town of Guadalupe Zoning Ordinance. To date, no public input has been received by the Town administration.

The variance application is attached for your information, review, and action. As of this writing, no new or additional information has been submitted for the variance request. The applicant’s request is to operate up to 24 hours a day, seven days a week. The Mint currently closes for business at 10:00 PM, as approved via variance by the Town Council, initially on June 29, 2017 and recently on March 12, 2020, extended for a four year period, expiring on April 12, 2024.

Per Arizona Revised Statutes, Title 9, Chapter 17, Article 3, Dispensaries and Dispensary Agents, R9-17-310A1 Administration. A dispensary shall: 1. Ensure that the dispensary is operating and available to dispense medical marijuana to qualifying patients and designated caregivers at least 30 hours weekly between the hours of 7:00 AM. and 10:00 PM.

As shared at the June 25, 2020 Town Council meeting, the original Variance Request V2020-02, attached, does not provide sufficient evidence to grant a variance. As of this writing, no revised supporting evidence for the variance request has been submitted to the Town of Guadalupe. As a result, staff is recommending denial of the request. (Pages 25 – 48)

G5. PUBLIC HEARING G6. MEDICAL MARIJUANA DISPENSARY ZONING CODE TEXT AMENDMENT (ORDINANCE NO. O2020.24): At the June 25, 2020, Regular Council Meeting, staff presented a revised version of Ordinance No. O2020.23, in response to a request from a community member to align Town Code Medical Marijuana dispensary zoning code sections with Arizona State Statute and related regulations. Town Council adopted this Ordinance by a vote of 6-1, at the June 25, 2020 meeting.

Due to timing, Ordinance No. O2020.23 refers to the Town’s old Town Code citations. Since the time of this request and Council approval, the revised Town Code of Ordinances became effective on July 1, 2020, resulting in updated Code section references and citations throughout the Code. In order to properly notify the public of the new revised Town Code and the proposed ordinance amendment, staff is recommending that Ordinance No. O2020.23 be repealed and replaced with Ordinance No. O2020.24, to eliminate any confusion. Ordinance No. O2020.24 aligns the same Council adopted code amendments, with the new code formatting and citations.

As adopted by Town Council as Ordinance No. O2020.23, Ordinance No. O2020.24 would change the current hours of operation for medical marijuana dispensaries from 8:00 AM – 6:00 PM, to align with Arizona Revised Statutes and related regulations for hours of operation for medical marijuana dispensaries as follows:

Per Arizona Revised Statutes, Title 9, Chapter 17, Article 3, Dispensaries and Dispensary Agents, R9-17-310A1 Administration. A dispensary shall: 1. Ensure that the dispensary is operating and available to dispense medical marijuana to qualifying patients and designated caregivers at least 30 hours weekly between the hours of 7:00 AM. and 10:00 PM. (Page 49)

G7. PUBLIC HEARING – G8. ANIMAL CARE AND CONTROL ORDINANCE (ORDINANCE NO. O2020.25): Public hearing and consideration of Ordinance No. O2020.25 to amend the Town Code of Ordinances, Chapter 90, Animals in General, Section 90.25 to revise the annual fee for kennels from \$75 to \$350, per the Maricopa County Board of Supervisors. Adoption of this ordinance would align the new Town Code with fees determined by the Board of Supervisors. As a result of the extensive revision of the Town Code, it is very likely that not all outdated fees were corrected. As these are discovered, staff will present to Council for formal consideration at Council meetings, perhaps on a quarterly basis.

Regarding this fee, per County Animal Care and Control only one kennel operates in Town and is in compliance with all required licenses and current on all related county fees. The \$350 county fee has been effective for approximately five years, per County officials. It is unknown when the \$75 amount was last current. (Page 50)

G9. PUBLIC HEARING – G10. INTERGOVERNMENTAL AGREEMENT WITH THE MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT TO ACCEPT COMMUNITY BLOCK GRANT FUNDING (RESOLUTION NO. R2020.24): At the November 14, 2019, Regular Council Meeting, Councilmembers authorized staff to submit an application for CDBG funding for sewer line repairs. Priority One sewer line repairs are identified in the October 2019 Wastewater System Assessment Study of the Town’s 11.5 mile sewer line system.

Maricopa County CDBG granted and has authorized \$517,828 in CDBG funding for the Waste Water Collection System Project, CDBG20GD. This project is a wastewater system rehabilitation project consisting of 2,185 linear feet pipe segments, coating seven manholes, raising/uncovering seven manhole frames and covers, engineering design/construction document preparation, construction bid process oversight and construction management, quality control, and inspections, as summarized in the budget below. Locations of priority one pipe segment rehabilitation needs, as illustrated on Exhibit A, are as follows:

- Calle Maravilla, north of Guadalupe Road
- Guadalupe Road, east of Avenida del Yaqui
- Calle Encinas, west of Avenida del Yaqui
- Avenida del Yaqui, 8200 south block
- Alley between Calle Maravilla and Calle Azteca, 8200 south block

PROJECT SCHEDULE

| Activity | Duration | Start | End |
|--------------------------------|----------|-------------------|-------------------|
| Design/ Construction Documents | 76 days | November 1, 2020 | January 15, 2021 |
| Bidding | 31 days | January 15, 2021 | February 15, 2021 |
| Construction | 159 days | February 22, 2021 | July 10, 2021 |
| Project Closeout | 14 days | July 10, 2022 | July 24, 2022 |

BUDGET

| Activity | Budget |
|-----------------------------|---------------------|
| Design | \$55,000.00 |
| Construction Administration | \$38,000.00 |
| Construction | \$424,828.00 |
| Project Total | \$517,828.00 |

The Town sewer lines are approximately 40 years old, with a number of segments in need of repair. This project is the first of a five-year program requesting CDBG Grant funds for wastewater system repair and rehabilitation, as presented in the October 2019 Wastewater Collection System Assessment. If approved, construction would begin in 2021 as noted in the project construction schedule above. (Pages 51 – 93)

G11. COUNCIL MEETING TO CANVASS AUGUST 4, 2020, PRIMARY ELECTION RESULTS: Arizona Revised Statutes require governing bodies to canvass election results not less than six days after an election, and not more than 20 days after an election. Given these parameters, with the Primary Election being held on August 4, 2020, the date range to canvass the election results would be from August 10th to August 24th. Complicating the matter, the Town cannot canvass the election until the final/complete results are received from Maricopa County Elections Department. Until we receive the election results, any date scheduled would be premature.

Key message: Staff is advising the Town Council of the need to schedule a Special Council Meeting in late August for the purpose of canvassing the August 4, 2020 Primary Election results. *There is no material for this agenda item.*

G12. CLAIMS: The check register for May 2020, totals \$419,018.91. (Pages 94 – 110)



Minutes Town Council Regular Meeting June 11, 2020

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Minutes of the Guadalupe Town Council Regular Meeting held on Thursday, June 11, 2020, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Museum Room, Guadalupe, Arizona.

A. CALL TO ORDER

Mayor Molina called the meeting to order at 6:00 p.m.

B. ROLL CALL

Councilmembers Present: Mayor Valerie Molina and Vice Mayor Ricardo Vital. The following councilmembers participated via video conference: Councilmember Mary Bravo, Councilmember Anita Cota, and Councilmember Gloria Cota

Councilmember Absent: Councilmember Elvira Osuna and Councilmember Joe Sánchez

Staff Present: Jeff Kulaga – Town Manager / Clerk, Wayne Clement – Fire Chief, Jennifer Drury – Assistant to the Town Manager, David Ledyard – Town Attorney (*participated via video conference*)

C. INVOCATION/PLEDGE OF ALLEGIANCE

Mayor Molina called for a moment of silence for individuals impacted by COVID-19; and, encouraged peace and unity within the community. Mayor Molina then led the Pledge of Allegiance.

D. APPROVAL OF MINUTES

Motion by Vice Mayor Vital to approve agenda item D1; second by Councilmember Bravo. Motion passed unanimously on a roll call vote 5-0.

1. Approved the May 28, 2020, Town Council Regular Meeting Minutes.

E. CALL TO THE PUBLIC: None.

F. MAYOR and COUNCIL PRESENTATIONS: None.

G. DISCUSSION AND POSSIBLE ACTION ITEMS:

1. COVID-19 ACTION UPDATE

Jeff Kulaga, Town Manager / Clerk, provided an update regarding current steps taken to safe guard public health and safety in response to the Coronavirus and its impact to Town of Guadalupe (Town) Town Hall services. Mr. Kulaga introduced co-presenter Reggie Williams, Maricopa County Health Services (County) representative.

Mr. Kulaga stated that there will be free COVID-19 testing available at the Mercado on June 11, June 12, and June 13, 2020. Per the County statistics regarding COVID-19 cases in the Town, as of June 10, 2020, there were 110 positive cases in Guadalupe. Guadalupe's infection rate is 4.6 times the rate of other County jurisdictions, which is an improvement from May. With more testing, positive cases are increasing.



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COVID-19 remains a top priority for Town officials. Because of this, Mr. Kulaga stated that a Guadalupe COVID-19 Response Team has been assembled and is comprised of representatives from the Pascua Yaqui Tribe, County, Arizona State University, and Town representatives. In response to a question, Mr. Williams stated it takes 3-10 days to get COVID-19 test results.

Mr. Kulaga reviewed the goals of the Response Team and the services provided by each response team entity. He then reviewed frequently asked questions related to actions the Town has taken to reduce the spread of COVID-19, and actions not within the control of the Town due to State and Federal authority.

Mr. Kulaga stated that the Town has also partnered with the City of Tempe and Arizona State University (ASU) to study wastewater emitting from the Town to determine what levels of COVID-19 exist in the Town. The Public Broadcasting Network has interviewed representatives from the City of Tempe, ASU, and Mr. Kulaga regarding the testing of wastewater to determine COVID-19 rates in Town.

Mr. Kulaga closed by reiterating the upcoming dates and times for free COVID-19 testing in Town. Mr. Kulaga provided a website address and contact information from the Town and the Pascua Yaqui Tribe for COVID-19 related matters.

In response to a question, Mayor Molina stated that free COVID-19 testing is not limited to community members, it is for anyone that wishes to get tested.

2. MARICOPA COUNTY COMMUNITY DEVELOPMENT ADVISORY COMMITTEE APPOINTEE RECOMMENDATIONS

Jeff Kulaga, Town Manager / Clerk, stated that Vice Mayor Vital and Councilmember Sánchez are currently serving a two-year term on the Maricopa County Community Development Advisory Committee. Their terms of service expire on June 30, 2020. The Maricopa County Community Development Advisory Committee provides much needed funding to the Town on an annual basis. Most recently, the County provided approximately \$500,000 in funding for urgent sewer line repairs. Over the past 11 years, the County has provided the Town with approximately \$8 million in funding assistance.

Motion by Councilmember Anita Cota to recommend that Vice Mayor Ricardo Vital serve on the Maricopa County Community Development Advisory Committee as a Primary member; second by Councilmember Bravo. Motion passed unanimously on a roll call vote 4-0-1, with Vice Mayor Ricardo Vital abstaining.

Councilmembers recommended the appointment of Vice Mayor Ricardo Vital to serve as the Primary representative on the Maricopa County Board of Supervisors. The term of office is July 1, 2020 to June 30, 2022.

Councilmembers agreed to schedule the recommendation of appointing an elected official as an Alternate representative to serve on the Maricopa County Community Development Advisory Committee to the June 25, 2020, Regular Council Meeting.

3. COMMUNITY PARTNERS (RESOLUTION NO. R2020.22)

Jeff Kulaga, Town Manager / Clerk, stated that for the past two years, the Council has designated the Conrado F. Bilducia American Legion Post 124 and the Pascua Yaqui Tribe as Community Partners. If approved, it would entitle each entity to 4 events, free of charge, in the Mercado multi-purpose room and patio. Both organizations would be responsible for costs associated with public safety, insurance, or alcohol use.



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Motion by Vice Mayor Vital to approve agenda item G3; second by Councilmember Anita Cota. Motion passed unanimously on a roll call vote 5-0.

Councilmembers adopted RESOLUTION NO. R2020.22 designating the Conrado F. Bilducia American Legion Post 124 and the Pascua Yaqui Tribe as Community Partners, and how that relates to the rental of the Mercado patio and Multi-purpose Room.

4. TELECOMMUNICATIONS LICENSE AGREEMENT WITH ZAYO GROUP LLC

Jeff Kulaga, Town Manager / Clerk, stated that the Federal Communications Commission and the State legislature passed legislation related to the telecommunications industry. The Town Code has been updated to align with state and federal legislation. The Zayo Group is interested in installing wired (cable) facilities in Town right-of-way. The master license agreement has been reviewed by the Towns' telecommunications attorney. Staff recommends approval of this agenda item.

Motion by Councilmember Bravo to approve agenda item G4; second by Vice Mayor Vital. Motion passed unanimously on a roll call vote 5-0.

Councilmembers approved a License Agreement (C2020-20) with Zayo Group LLC to permit wired facilities in the right-of-way for telecommunications purposes pursuant to Town Code Chapter 16C. This master license agreement request complies with Town Council adopted wired facilities and right-of-way regulations ordinances, 2017 State legislation, and related Federal Communications Commission rules.

5. DISPOSITION OF OUTSTANDING CIVIL COURT CASES

Jeff Kulaga, Town Manager / Clerk, stated that the administration of the Guadalupe Municipal Court will be transitioning to the City of Tempe Municipal Court (Tempe), as approved by Council on May 14, 2020. The transition becomes effective on July 1, 2020. Tempe has requested that all outstanding court cases be resolved before the July 1, 2020 transition. To date, there are 568 outstanding court cases.

David Ledyard, Town Attorney, stated that the remaining cases were adjudicated some time ago, many of which have outstanding fine balances. Staff is requesting that Council authorize the Town Attorney and Town Manager / Clerk to review these matters with the local court, superior court, and the Administrative Office of the Court (AOC) to determine the best course of action to resolve/dismiss the outstanding court cases. In his opinion, all of the cases are likely to be uncollectable; and, if a collection service were to attempt to collect on outstanding fines, it is likely that the cost to do so would outweigh the amount collected. The AOC would have to approve whatever course of action is decided upon.

Motion by Vice Mayor Vital to direct the Town Attorney and Town Manager / Clerk to work with the Guadalupe Municipal Court, Superior Court, and the Administrative Office of the Court, to dismiss or take any necessary action to close pending court or post adjudicated court cases; second by Councilmember Bravo. Motion passed unanimously on a roll call vote 5-0.

Councilmembers received a report concerning the Tempe-Guadalupe Court intergovernmental agreement and the required and necessary disposition of old, post adjudicated, civil court cases with outstanding fines; and, possible options for such disposition. *(there is no material for this agenda item)*

6. 12% REVENUE SHARING / GAMING GRANT SUPPORT LETTER PROCESS

Jeff Kulaga, Town Manager / Clerk, stated that staff has received requests by four organizations seeking a letter from the Town in support of the organization's 12% revenue sharing grant request for inclusion in their application packets. The four organizations are the American Legion Post 124, The Guadalupe Historical Society, The Pascua Yaqui Neighborhood Association, and the Guadalupe Outreach/Lions Club.



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As a community partner, Mr. Kulaga stated that he submitted a letter of support for the American Legion Post 124. Following that, the three additional requests were received by staff for letters of support to include with gaming grant applications. Staff is seeking direction on whether or not there should be criteria for these types of requests, as outlined in the agenda meeting packet. From an administrative standpoint, a two-week lead time would be needed to process requests for letters of support and schedule the item for a Council meeting.

In response to a question regarding individual Councilmembers writing letters on behalf of their Council colleagues, Mr. Kulaga noted that it would be a choice for each Councilmember to make; however, there is the potential that not all Councilmembers would be in agreement with that course of action. Dave Ledyard, Town Attorney concurred with Mr. Kulaga.

A Councilmember noted that submitting a letter for another organization to include in their gaming grant application could be viewed as the Town competing against itself for grant funding. It would be helpful to have a policy and process in place to assist staff in processing these requests. Mr. Kulaga noted that the Pascua Yaqui Tribe gaming grant application requests a letter of support from the City/Town the organization resides in, to be included with each gaming grant application. It was noted that one of the requesting parties resides in Goodyear, AZ.

A Councilmember suggested that the organizations requesting letters could partner with the Guadalupe Community Partnerships who may be able to provide letters of support to the requesting parties.

Mr. Kulaga stated that he could draft criteria and a timeframe for how requests for grant application letters are processed. Staff could present the requests to the Council in May, for review and guidance to staff. The Pascua Yaqui Tribe (PYT) gaming grant applications are due at the end of May, annually. PYT also has a secondary round of gaming grant applications due towards the end of the year.

Mr. Kulaga read a draft letter of support that was submitted by the Guadalupe Outreach/Lions Club that was drafted for Council consideration.

A Councilmember voiced concern about how this process will impact the staff workload; and, that it is challenging to determine if the requesting entity has provided support to the Guadalupe community. A Councilmember suggested setting April 15, as the annual deadline to submit requests for letters of support from the Town. There is not sufficient information for Council to take action on the request for letters of support at this time. A completed application from each of the requesting entities would be helpful during the review process.

Mayor Molina stated that since there is not an existing policy in place, Council will support the issuance of letters to each of the requesting entities, with the provision that staff implement a policy and process for future letters of support, including requiring a completed application packet to be submitted with each letter of support request.

In response to a question, Mr. Kulaga stated that the letters that are approved to be submitted are provided to the requesting organization, versus directly to the PYT.

Mayor Molina stated that the Council meetings are open to the public and that the public is invited to submit comments on agenda items.



Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Anita Cota
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

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7. CENSUS 2020 UPDATE

Jeff Kulaga, Town Manager / Clerk, stated that as of June 11, 2020, the Census response rates are as follows:

- Town of Guadalupe – 47%
- Maricopa County – 62%
- Arizona – 57%
- United States – 61%

August 11 – October 31: Census takers will interview homes that have not responded to the 2020 Census.

The Town's portion of state shared revenues is based off of population data for each jurisdiction. Ensuring everyone participates is critically important to the community.

A Councilmember urged community members to respond to the Census. Assistance is available and an educational video will be produced that outlines the steps involved in participating in the Census.

H. TOWN MANAGERS' COMMENTS

Jeff Kulaga, Town Manager / Clerk

- Avenida del Yaqui Street Improvement Project – community outreach letters will be mailed from the Arizona Department of Transportation (ADOT) to community members. An online survey will be available for community members to provide feedback. In place of the community meetings that have been cancelled, ADOT will be holding one-on-one meetings with community members.
- Congratulated Catalina Alvarez on winning a seat on the Pascua Yaqui Tribal Council. Teresa Alvarez will be the Acting Director for the Community Action Program until further notice.
- Congratulated Public Works staff on their clean-up efforts after a mini brush fire; and, for plumbing repairs recently done. Their next project will be alley maintenance.

I. COUNCILMEMBERS' COMMENTS

Councilmember Anita Cota

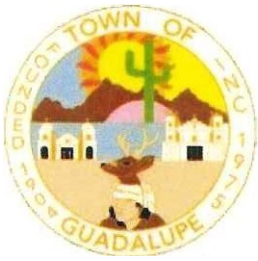
- Thanked community members that participated in the recent COVID-19 testing. Requested that community members promote the testing.
- Monday, Wednesday, and Friday - free breakfast and lunch at the Pascua Yaqui tribal building.
- Concerned about weeds in an alley being a fire hazard.

Councilmember Bravo

- Thanked staff for their work.
- Thanked community members that participated in the recent COVID-19 testing. Requested that community members promote that testing is free.
- Encouraged community participation in the Census 2020; it is critical to the Town receiving funding.
- Sunday, June 14, 2020 – farewell Church gathering for the departing Priest.

Vice Mayor Vital

- Thanked community members that participated in the recent COVID-19 testing. There is two more days of testing.
- Thanked staff for their work.



Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Anita Cota
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
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Joe Sánchez
Councilmember

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Mayor Molina

- o Thanked the Assistant to the Town Manager for coordinating the COVID-19 testing. Encouraged community members to get tested. There has been an outbreak of the virus in Town. No social gatherings. The Fire Department is providing free face masks to community members. The Maricopa County Health Department provided 6,000 free face masks to the Town. Masks are also available in Town Hall on Tuesday's 9 AM – noon and Wednesday's 2 PM – 5 PM.
- o If a crime is observed, call 911, or the TIP line, either of which is anonymous. Calls can also be placed to the Police non-emergency line.
- o Thanked Reggie Williams for attending the meeting. Mr. Williams is providing the Town with COVID-19 educational materials and information.

J. ADJOURNMENT

Motion by Vice Mayor Vital to adjourn the Regular Council Meeting; second by Councilmember Gloria Cota. Motion passed unanimously 5-0.

The meeting was adjourned at 7:33 p.m.

Valerie Molina, Mayor

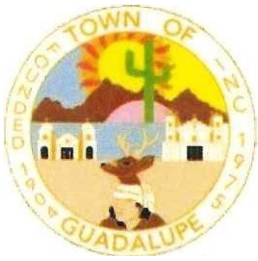
ATTEST:

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 11, 2020, Town of Guadalupe, Town Council Regular Meeting. I further certify the meeting was duly called and held, and that a quorum was present.

Jeff Kulaga, Town Manager / Town Clerk



Minutes Town Council Special Meeting June 11, 2020

Minutes of the Guadalupe Town Council Special Meeting held on Thursday, June 11, 2020, 9:00 A.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Museum Room, Guadalupe, Arizona.

Valerie Molina
Mayor

A. CALL TO ORDER
Mayor Molina called the meeting to order at 9:00 a.m.

Ricardo Vital
Vice Mayor

B. ROLL CALL
Councilmembers Present: Mayor Valerie Molina and Vice Mayor Ricardo Vital. The following councilmembers participated via video conference: Councilmember Mary Bravo, Councilmember Anita Cota, Councilmember Gloria Cota, and Councilmember Elvira Osuna

Mary Bravo
Councilmember

Councilmember Absent: Councilmember Joe Sánchez

Anita Cota
Councilmember

Staff Present: Jeff Kulaga – Town Manager / Clerk, David Ledyard – Town Attorney (*participated via video conference*)

Gloria Cota
Councilmember

C. DISCUSSION AND POSSIBLE ACTION ITEMS:
Motion by Vice Mayor Vital to convene into Executive Session; second by Councilmember Bravo. Motion passed unanimously on a roll call vote 6-0.

Elvira Osuna
Councilmember

EXECUTIVE SESSION

Councilmembers voted to convene into an Executive Session, closed to the public to obtain legal advice from the Town Attorney on the following topics as allowed by ARS 38-431.03 A2, A3, and A4:

Joe Sánchez
Councilmember

- a. Mint Dispensary Variance Request – 5210 South Avenida del Yaqui, Guadalupe, AZ
- b. Harvest Dispensary Zoning Code Amendment – 8121 West Baseline Road, Guadalupe, AZ
- c. Guad Building lease agreement – 8419 South Avenida del Yaqui, Guadalupe, AZ
- d. Disposition of old adjudicated civil cases at the Guadalupe Magistrate Court

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D. ADJOURNMENT

Motion by Councilmember Bravo to adjourn the Special Council Meeting; second by Councilmember Osuna. Motion passed unanimously on a roll call vote 6-0.

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The meeting was adjourned at 9:03 a.m.

Valerie Molina, Mayor

ATTEST:

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 11, 2020, Town of Guadalupe, Town Council Special Meeting. I further certify the meeting was duly called and held, and that a quorum was present.

Jeff Kulaga, Town Manager / Town Clerk



Minutes Town Council Regular Meeting June 25, 2020

Valerie Molina
Mayor

Minutes of the Guadalupe Town Council Regular Meeting held on Thursday, June 25, 2020, 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Museum Room, Guadalupe, Arizona.

Ricardo Vital
Vice Mayor

A. CALL TO ORDER
Mayor Molina called the meeting to order at 6:00 p.m.

Mary Bravo
Councilmember

B. ROLL CALL
Councilmembers Present: Mayor Valerie Molina. Vice Mayor Ricardo Vital, Councilmember Mary Bravo, Councilmember Anita Cota, Councilmember Gloria Cota, Councilmember Elvira Osuna, and Councilmember Joe Sánchez participated via video conference.

Anita Cota
Councilmember

Staff Present: Jeff Kulaga – Town Manager / Clerk, Wayne Clement – Fire Chief, Jennifer Drury – Assistant to the Town Manager, David Ledyard – Town Attorney

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

C. INVOCATION/PLEDGE OF ALLEGIANCE
Councilmember Anita Cota provided the invocation. Mayor Molina then led the Pledge of Allegiance.

Joe Sánchez
Councilmember

Mayor Molina announced that Guadalupe Town Hall is open for the Council Meeting with seating capacity for no more than 10 attendees. The public is welcome to attend and address the Council.

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D. APPROVAL OF MINUTES
Motion by Councilmember Bravo to approve agenda D1; second by Councilmember Gloria Cota. Motion passed unanimously on a roll call vote 7-0.

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1. Approved the June 4, 2020, Town Council Regular Meeting Minutes.

E. CALL TO THE PUBLIC: No one spoke.

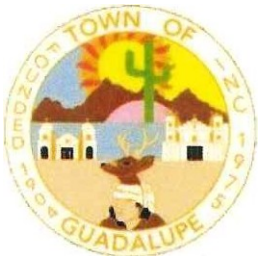
F. MAYOR and COUNCIL PRESENTATIONS: None.

G. DISCUSSION AND POSSIBLE ACTION ITEMS:
1. PUBLIC HEARING – MEDICAL MARIJUANA DISPENSARY ZONING CODE TEXT AMENDMENT (ORDINANCE NO. O2020.23)
Motion by Vice Mayor Vital to open the public hearing; second by Councilmember Bravo. Motion passed unanimously on a roll call vote 7-0.

Mayor Molina opened the public hearing. No community members spoke.

Jason Barraza, Harvest medical marijuana dispensary representative, stated that he is available to address questions from Councilmembers.

In response to a question, Jeff Kulaga, Town Manager / Clerk, stated that the proposed ordinance would align the Town Code (Code) with State statutes. Currently, the Code requires that medical marijuana dispensaries close for business at 6:00 p.m.. The proposed Code amendment would amend the business closing time to 10:00 p.m.. Variances would no longer be required to allow these facilities to



Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Anita Cota
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

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remain open until 10:00 p.m.. David Ledyard, Town Attorney, stated that the 10:00 p.m. business closing time aligns with State statutes. Adoption of the ordinance would eliminate the need for these types of businesses to apply for a variance to extend the business hours of operation.

Motion by Vice Mayor Vital to close the public hearing; second by Councilmember Bravo. Motion passed unanimously on a roll call vote 7-0.

Mayor Molina closed the public hearing.

Held a public hearing to receive public input regarding amending the Town of Guadalupe Zoning Code regarding hours of operation for medical marijuana dispensaries. The proposed ordinance would change the current hours of operation for medical marijuana dispensaries from 8:00 AM – 6:00 PM, to align with Arizona Revised Statutes hours of operation for medical marijuana dispensaries as follows:

Per Arizona Revised Statutes, Title 9, Chapter 17, Article 3, Dispensaries and Dispensary Agents, R9-17-310A1 Administration. A dispensary shall: 1. Ensure that the dispensary is operating and available to dispense medical marijuana to qualifying patients and designated caregivers at least 30 hours weekly between the hours of 7:00 AM. and 10:00 PM. *(related to G2)*

2. MEDICAL MARIJUANA DISPENSARY ZONING CODE TEXT AMENDMENT (ORDINANCE NO. O2020.23)

Dave Ledyard, Town Attorney, read the following *revised* ordinance language:

The medical marijuana dispensary is limited to the hours of operation not earlier than 8:00 a.m.-and not later than ~~6:00 p.m.~~ 10:00 PM UNLESS OTHERWISE REVISED BY THE ~~IN~~ ACCORDANCE WITH ARIZONA REVISED STATUTES.

In response to a question, Mr. Ledyard stated that the Council has the authority to allow lesser hours of operation, rather than more hours of operation than what is allowed by State statute.

Motion by Vice Mayor Vital to approve agenda item G2, *as revised*; second by Councilmember Osuna. Motion passed 6-1 with Councilmember Anita Cota voting no.

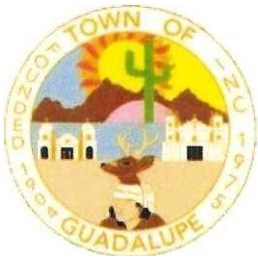
Councilmembers adopted ORDINANCE NO. O2020.23, *as revised*, to amend the Town of Guadalupe Zoning Code to align the hours of operation for medical marijuana dispensaries with Arizona Revised Statutes. *(related to G1)*

Mr. Ledyard stated that the newly codified Town Code of Ordinances becomes effective on July 1, 2020. The codified Code has different Code section numbers and references. When the ordinance is incorporated into the new Code, it will be located in Chapter 154, Section 154.082(E).

3. PUBLIC HEARING – VARIANCE REQUEST FOR MEDICAL MARIJUANA DISPENSARY HOURS OF OPERATION, THE MINT DISPENSARY

Motion by Vice Mayor Vital to continue agenda item G3 to the July 23, 2020, Regular Council Meeting; second by Councilmember Osuna. Motion passed unanimously on a roll call vote 7-0.

At the request of the Applicant, Councilmembers voted unanimously to continue agenda item G3 to the July 23, 2020, Regular Council Meeting. This agenda item is a public hearing for a variance request to allow G.T.L. LLC dba The Mint, Dispensary, 5210 South Avenida del Yaqui, Guadalupe, AZ, authorization to operate 24 hours a day, seven days a week. The Applicant is Raul Molina. *(related to G4)*



Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Anita Cota
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

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4. VARIANCE REQUEST FOR MEDICAL MARIJUANA DISPENSARY HOURS OF OPERATION, THE MINT DISPENSARY

Motion by Vice Mayor Vital to continue agenda item G4 to the July 23, 2020, Regular Council Meeting; second by Councilmember Osuna. Motion passed unanimously on a roll call vote 7-0.

At the request of the Applicant, Councilmembers voted to continue agenda item G4 to the July 23, 2020, Regular Council Meeting. This agenda item is a variance request to allow G.T.L. LLC dba The Mint, Dispensary, 5210 South Avenida del Yaqui, Guadalupe, AZ to be authorized to operate 24 hours a day, seven days a week. The Applicant is Raul Molina. *(related to G3)*

5. COVID-19 PROCLAMATION REQUIRING FACE COVERINGS IN PUBLIC; AND UPDATE

Mayor Molina introduced Reggie Williams, Maricopa County Health Services representative.

Jeff Kulaga, Town Manager / Clerk, provided a slide presentation regarding current activities of the Guadalupe COVID-19 Response Team to safeguard public health, and up to date virus case numbers provided by Maricopa County Health Services. Mr. Kulaga noted that the Maricopa County Association of Governments (MAG) provides regional oversight of issues impacting cities and towns within Maricopa County.

Per the Maricopa County Health Services, the COVID-19 infection rate in Guadalupe has declined from 5.6 on June 4, 2020, to 2.8 times the infection rate in Maricopa County (County). Guadalupe continues to run higher than County infection rate averages. Arizona's infection rates are of concern and are increasing.

Governor Ducey has granted cities and towns the authority to require face coverings in public. Face coverings help to protect against the spread of the virus. As a result, Mayor Molina issued a Proclamation requiring face coverings in public, effective June 19, 2020.

Per Blue Cross / Blue Shield data, Mr. Kulaga reviewed how the virus is transmitted and recommended measures to mitigate the transmission of the virus. He compared the death rates of populations that do, and do not, wear face masks. A "Mask Up Arizona" campaign is being promoted, state-wide.

Since the last update provided to Council, the following actions have been taken by the Town of Guadalupe:

- Proclamation and continued declaration of emergency – requiring face coverings in public
- Council approved \$125,000 for COVID-19 Response Team
- Fire Department distributed 4,000 masks
- Social media public service announcements
- Media interest
- August 1, 2020 – reassess reopening status for Town facilities

Mr. Kulaga emphasized that the virus infection rate must decline before Town Hall reopens. In mid-July, the Town will host its third COVID-19 testing event. The Town has also provided some rent relief assistance to eligible Mercado tenants. Mercado rent relief will be an item of discussion on an upcoming meeting agenda. Two part-time employees oversee the COVID-19 Response Team. Mr. Kulaga provided contact information for the COVID-19 Response Team Promotoras.

A Councilmember commended Mr. Williams, Town staff, and Council colleagues for their efforts to address the COVID-19 pandemic.



Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Anita Cota
Councilmember

Gloria Cota
Councilmember

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Joe Sánchez
Councilmember

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A Councilmember noted that COVID-19 testing is available for tribal members. The Guadalupe business community is doing a Mask Up campaign and requesting that everyone wear a face mask. A list of individuals that are homebound is being created with the intention of providing meal/food delivery services. Virus testing will also be offered to seniors and the homeless population.

In response to a question regarding hospital capacity, Mr. Williams stated that he would follow up with hospital officials and provide that information to Councilmembers. The County is also working on verifying if certain properties in Guadalupe are occupied to ensure that those homes have water service.

Mayor Molina noted that COVID-19 is the number one priority and thanked the Town Manager / Clerk for his work on this issue.

6. CROWN CASTLE GROUP, LLC – APPLICATION FOR LICENSE TO USE RIGHT-OF-WAY FOR WIRED TELECOMMUNICATIONS FACILITIES

Jeff Kulaga, Town Manager / Clerk, stated that state and federal law related to the telecommunications industry changed to expand the rights of the telecommunication service providers to utilize Town right-of-way to install telecommunication equipment. The Crown Castle Group is requesting the use of public right-of-way to install wired facilities in public right-of-way. Since 1996, cities and towns have been preempted by the State legislature to allow the telecommunication industry access to public right-of-ways. There are various fees involved. The license to work in the right-of-way expires in five years. Staff recommends approval of the license.

In response to a question regarding how the proposed right-of-way work will impact the Avenida del Yaqui Street Improvement project, Mr. Kulaga stated that Crown Castle is working with the engineering and design team for the street improvement project. The same process is occurring with Zayo. Utility coordination is underway.

Motion by Vice Mayor Vital to approve agenda item G6; second by Councilmember Osuna. Motion passed unanimously on a roll call vote 7-0.

Councilmembers approved a telecommunications services license agreement for Crown Castle Group, LLC pursuant to the Town’s ordinance allowing for wired facilities in the right-of-way. This is the first step in the process for Crown Castle Group, LLC to apply for an individual permit approval for each site location including detailed plans/specifications submittals. This master license agreement request complies with 2019 Town Council adopted ordinances, 2017 State legislation and related Federal Communications Commission rules.

7. MARICOPA COUNTY COMMUNITY DEVELOPMENT ADVISORY COMMITTEE (ALTERNATE) APPOINTEE RECOMMENDATION

Mayor Molina stated that at the last Council Meeting, the Council voted to recommend the appointment of Vice Mayor Vital to the Community Development Advisory Committee (CDAC). At the same meeting, Councilmembers discussed the possibility of recommending Councilmember Sánchez to serve as the Alternate Member.

In response to a question, Councilmember Sánchez indicated he would be willing to serve as the Alternate Member on the CDAC.

Motion by Vice Mayor Vital to recommend the appointment of Councilmember Sánchez to the CDAC as an Alternate Member; second by Councilmember Gloria Cota. Motion passed unanimously on a roll call vote 7-0.



Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Anita Cota
Councilmember

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Councilmembers approved the recommendation to appoint Councilmember Sánchez, in his capacity as an elected official, to serve as an Alternate representative on the Maricopa County Community Development Advisory Committee. The term of office is July 1, 2020 to June 30, 2022. The recommendation will be forwarded to the Maricopa County Board of Supervisors.

8. AMENDMENT NO. 5 TO AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY HUMAN SERVICES DEPARTMENT FOR THE GUADALUPE COMMUNITY ACTION PROGRAM

Jeff Kulaga, Town Manager / Clerk, stated that on May 14, 2020, the Town Council extended an intergovernmental agreement (IGA) with the Maricopa County Human Services Department (County), which provides funding for the Community Action Program (CAP) services. CAP services include rental and utility assistance and food distribution to community members. The May 14, IGA extended the contract term for six months from June 30, 2020 to December 31, 2020, and added \$20,000 to CAP funding. The proposed IGA allows the County to provide an additional \$5,000 in CAP funding. Staff recommends approval of the IGA.

Motion by Vice Mayor Vital to approve agenda item G8; second by Councilmember Osuna. Motion passed unanimously on a roll call vote 7-0.

Councilmembers authorized the Mayor, or designee, to sign Amendment No. 5 to an Intergovernmental Agreement (Contract #C2018-17C) with Maricopa County (County) by and through its Human Services Department. The initial contract term began on July 1, 2016, for the provision of crisis case management and financial assistance services through the Town of Guadalupe Community Action Program (CAP). The contract term for Amendment No. 5 is from June 30, 2020 to December 31, 2020, with the County increasing funding for the period by \$5,000 from \$20,000 to \$25,000 to the Town. Approval of Amendment No. 5 authorizes the Mayor, or designee, to sign all necessary documents in furtherance of Amendment No. 5.

9. AREA AGENCY ON AGING ANNUAL CONTRACT

Jeff Kulaga, Town Manager / Clerk, stated that this agenda item is an annual contract with the Area Agency on Aging. The contract amount is \$138,872 and the contract term is July 1, 2020 – June 30, 2021. The funding provided by the Area Agency on Aging represents 57% of the funding needed to operate the Senior Center.

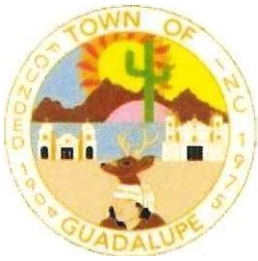
Motion by Councilmember Bravo to approve agenda item G9; second by Councilmember Osuna. Motion passed unanimously on a roll call vote 7-0.

Councilmembers authorized the Mayor, or designee, to sign a contract (C2020-21), authorizing the Area Agency on Aging to provide \$138,872 in funding for congregate meals and home delivered meals, multipurpose center operations, and transportation services for the Town of Guadalupe Senior Center. Approval of the contract authorizes the Mayor, or designee, to sign all necessary documents in furtherance of this contract.

10. FALL 2020 PRIMARY AND GENERAL ELECTIONS UPDATE

Jeff Kulaga, Town Manager / Clerk, provided an update regarding the primary and general elections schedule for August 4, 2020 and November 3, 2020, respectively. The Mercado multi-purpose room will be used as an early voting location July 22 – August 3; and, will also serve as a polling location on election day. Early ballots can be dropped off at the Mercado multi-purpose room July 22 – August 4. The Maricopa County Elections Department will provide staff for the voting center activities.

June 25, 2020 is the deadline for write-in candidates to file their paperwork. There are 3 openings and 3 candidates for Councilmember positions at the Primary Election. On the ballot will be Vice Mayor Vital and Councilmember Anita Cota; and, Councilmember Osuna will be a write-in candidate. Mayor Molina will be on the ballot for Mayor, where there will be one opening.



For the General Election, early voting will occur October 21 – November 2 at the Mercado multi-purpose room.

11. CLAIMS

Motion by Vice Mayor Vital to approve agenda item G11; second by Councilmember Osuna. Motion passed unanimously on a roll call vote 7-0.

Councilmembers approved the check register for May 2020, totaling \$419,018.91.

Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Anita Cota
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

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H. TOWN MANAGERS' COMMENTS

Jeff Kulaga

- o Old Town Hall has been destroyed by a fire. Staff is working with the Maricopa County Environmental Department, a demolition company, and an asbestos removal company to determine how to properly and safely finalize the demolition of the structure.

I. COUNCILMEMBERS' COMMENTS

Mayor Molina

- o Read a Proclamation declaring June 25, 2020, as Jeff Kulaga Day in the Town of Guadalupe.

Mr. Kulaga thanked the Mayor and Council for the Proclamation.

Councilmember Gloria Cota

- o Wished Mr. Kulaga Happy Birthday.

Councilmember Sánchez

- o Voiced appreciation for Mr. Kulaga and his work.

Councilmember Bravo

- o Wished Mr. Kulaga Happy Birthday.
- o Voiced appreciation for Mr. Kulaga's and his work.

Councilmember Anita Cota

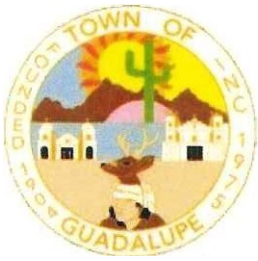
- o Wished Mr. Kulaga Happy Birthday.
- o Thanked Mr. Kulaga and his family for supporting the Town.
- o Concerned about people gathering at night in the vicinity of Calle Iglesia and the canal.
- o Concerned about the large gatherings that continue to occur in Town. Would like to have a flyer created that discusses the consequences of large gatherings.

Councilmember Osuna

- o Wished Mr. Kulaga Happy Birthday.

Vice Mayor Vital

- o Thanked the Pascua Yaqui Tribe, Maricopa County, Native Health, and Arizona State University for their assistance during the pandemic.
- o Thanked staff for their work on the pandemic.
- o Wished Mr. Kulaga Happy Birthday.



J. ADJOURNMENT

Motion by Vice Mayor Vital to adjourn the Town Council Regular Meeting; second by Councilmember Osuna. Motion passed unanimously on a roll call vote 7-0.

The meeting was adjourned at 7:09 p.m.

Valerie Molina, Mayor

Valerie Molina
Mayor

ATTEST:

Jeff Kulaga, Town Manager / Town Clerk

Ricardo Vital
Vice Mayor

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the June 25, 2020, Town of Guadalupe, Town Council Regular Meeting. I further certify the meeting was duly called and held, and that a quorum was present.

Mary Bravo
Councilmember

Jeff Kulaga, Town Manager / Town Clerk

Anita Cota
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

Agendas/Minutes:
www.guadalupeaz.org

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



COVID-19 Action Steps:

prepared July 16, 2020

TOWN SERVICE DELIVERY – as of July 16, 2020:

- **Combat COVID-19 Response Team**
- **Reasonable measures, at scale.**
- **Protect the public health of the Guadalupe community and slow the spread of COVID-19:**

| Impacts to consider: | May 13, 2020 Recommendations: | July 16, 2020 Recommendations: (subject to change based on COVID19 conditions) | July 16, 2020 Supporting Document |
|---|--|--|--------------------------------------|
| Gatherings / Events | May 13, 2020 | | |
| Town 4 th of July Event | Cancelled | Look forward to July 4, 2021 Town Celebration | EO20-36 5h. |
| Party permits | Permit events only scheduled after August 1 | Permit parties only scheduled after January 1, 2021 | EO20-36 5h. |
| Mercado public and private events | Permit events both public and private only scheduled after August 1 | Permit events both public and private only scheduled after January 1, 2021 | EO20-36 5h. |
| Car show | Sunday, September 27 | Look forward to 2021 Car Show | EO20-36 5h. |
| Biehn Park reservations | Permit events only scheduled after August 1 | Permit events only scheduled after January 1, 2021 | EO20-36 5h. |
| Council meetings: | Limit in person attendance to less than 10 people. Broadcast meeting on Facebook live. Councilmembers attend remotely. | Limit in person attendance to less than 10 people. Broadcast meeting on Facebook live. Councilmembers attend remotely. Enhance public involvement. | EO20-36 5h. |
| Town Hall Operations | | | |
| Town hall – lobby / business | Open Tuesdays 9-noon & Wednesdays 2-5 By appointment | Open Tuesdays 9-noon & Wednesdays 2-5 By appointment until January 1, 2021 | EO20-36 5g |
| Town hall – bathrooms/ phone/ water fountain | Closed / out of service | Closed / out of service | EO20-36 5a |
| Town hall – personal safety | Request use of face mask | Required use of face mask / covering | EO20-36 5a & e |

| Town Department Operations | May 13, 2020 Recommendations: | July 16, 2020 Recommendations: (subject to change based on conditions) | July 16, 2020 Supporting Document |
|----------------------------|--|--|---|
| CAP - food distribution: | <ul style="list-style-type: none"> Restructured food distribution / planning for more demand with less supply. Limit people in CAP offices. CAP beginning Monday, March 23 will offer weekly food distribution only on Tuesday's beginning at 7:30 AM. Daily food distributions and drop in food distribution discontinued until further notice. Rental & utility assistance appointment only General assistance by appointment only | <ul style="list-style-type: none"> Same as May 13, 2020 | EO20-36 5g |
| Senior center | <p>Extend closure to July 6 while providing current services.</p> <ul style="list-style-type: none"> Lunches still served: carry out and home delivery Assist with CAP needs Minor repairs and cleaning continues | <p>Extend closure to January 1, 2021 while providing current services:</p> <ul style="list-style-type: none"> Lunches still served: carry out and home delivery Assist with CAP needs | EO20-36 5g |
| Fire | Monitor and acquiring supplies / Firefighters health & risk | <ul style="list-style-type: none"> Monitor and acquiring supplies / Firefighters health & risk Distribute masks Raise awareness / inform Monitor business compliance COVID19 Response Team | |
| Courts | <p>Per Chief Justice in person proceedings can begin June 1 with stringent safety protocols</p> <ul style="list-style-type: none"> Limit appearances Move to telephonic Reroute court customers through Chamber | <ul style="list-style-type: none"> As of July 1, 2020: Guadalupe cases & citations will be adjudicated in City of Tempe courts through IGA. Open historic cases prior to July 1, 2020 are presently managed by Town Court staff. | Chief Justice direction And Town services reduction due to budget limitations |

| | | | |
|----------------------------------|---|---|---|
| MCSO | Follow MCSO HR direction / Deputy health & risk | <ul style="list-style-type: none"> • Same as May 13, 2020 | EO20-36 |
| Public works | Continue operations – watchful protocols | <ul style="list-style-type: none"> • Same as May 13, 2020 • Add: wear masks when social distancing is not possible | EO20-36 |
| Cemetery | Remains Open: 7 AM – 4 PM; 7 days a week | <ul style="list-style-type: none"> • Same as May 13, 2020 | EO20-36 |
| Saturday, Maint. Yard Bulk Trash | Remains Open: 7 AM – Noon (or when dumpsters are full); Saturdays | <ul style="list-style-type: none"> • Same as May 13, 2020 | EO20-36 |
| Administration | <ul style="list-style-type: none"> • Increased hygiene practices while providing public service • Request masks and distance • Essential staff – watchful protocols • Communicating with League of Cities and Towns • Communicating with area cities and towns • Communicating with ADOT, MAG • Preparing proposed budget • Maintaining on-going public service as time and conditions allow. | <ul style="list-style-type: none"> • Same as May 13, 2020 • COVID19 Response Team efforts • Greater cautions | EO20-36 |
| Library | CLOSED until further notice w/ curbside service | Same as May 13, 2020 | |
| Headstart | CLOSED until further notice | Same as May 13, 2020 | |
| DES | CLOSED until further notice | Same as May 13, 2020 | |
| Upcoming Fall Events | May 13, 2020 Recommendations: | July 16, 2020 Recommendations: (subject to change based on conditions) | July 16, 2020 Supporting Document |
| Spooktacular | Not considered | October 22, Cancel unless conditions dramatically change | |
| Dia de los Muertos | Not considered | Prohibit vendors at Cemetery | |
| Parade and Tree Lighting | Not considered | November 28, Cancel unless conditions dramatically change | |
| Navidad en Guadalupe | Not considered | December 19, create drive through event | |

CASE NO. V2020-02

TOWN OF GUADALUPE
9241 SOUTH AVENIDA DEL YAQUI
GUADALUPE, ARIZONA 85283
480-730-3080

APPLICATION FOR:

- Variance
- Conditional Use
- Zoning Change

Zoning District: _____

Fee: \$50.00

Receipt #: _____

THE REASON FOR THE REQUEST IS: See 'Exhibit A' (attached) for explanation of the reasons for the request.

THE SUBJECT PROPERTY IS LEGALLY DESCRIBED AS: See 'Exhibit B' (attached) for legal description of subject property.

Parcel 310-10-011N

AND ITS GENERAL LOCATION IS: N S E (W) SIDE OF CALLE Avenida Del Yaqui
225 FEET N (S) E W OF CALLE Baseline Road AND 310 FEET
BY 211 FEET TOTALING 62,247 SQ. FEET.

IF REQUESTING REZONING, INDICATE CHANGE: FROM _____ TO _____

APPLICANT: G.T.L. LLC PHONE NO: (602) 339-7285

ADDRESS: 5210 S Avenida Del Yaqui, Guadalupe, AZ 85283

PROPERTY OWNER: ENC Priest, LLC PHONE NO: (602) 931-3663

ADDRESS: 2640 W Adams St, Phoenix, AZ 85009

[Signature] 5/8/2020
APPLICANT'S SIGNATURE Date

[Signature] 5/8/2020
*OWNER'S SIGNATURE Date

*The property owner must sign above or submit a letter by owner authorizing the applicant to make the request.

Office Use Only:

PROCEDESSED BY: _____ DATE PROCESSED: 5/18/2020

DATE OF COUNCIL MEETING: 6/25/2020 APPROVED DISSAPPROVED

COMMENTS: _____



5210 S. AVENIDA DEL YAQUI
GUADALUPE, ARIZONA 85283
WWW.THEMINTDISPENSARY.COM
480.749.6468

May 8, 2020

Mayor and Members of the Town Council
Town of Guadalupe
9241 S. Avenida del Yaqui
Guadalupe, AZ 85283

RE: VARIANCE FOR EXTENDED OPERATING HOURS

G.T.L. LLC (the "Applicant"), is an Arizona Not-for-Profit Limited Liability Company currently operating a Medical Marijuana Dispensary on the real property located at 5210 S Avenida Del Yaqui (Parcel No. 301-10-011N), in Guadalupe, Arizona, pursuant to and as authorized by, A.R.S. §36-2801 et seq., and Title 9, Chapter 17, Article 1, of the Arizona Administrative Code, and Town of Guadalupe Ordinances 2011-02, 2016-01, and 2017-02.

Background

On June 29, 2017, the Town Council considered Agenda Item 2 (Variance Request V6-17.C, G.T.L. LLC d/b/a The Mint). During the discussion, Council member Vital made a motion seconded by Councilmember Cota that a closing time of 9 p.m. for a period of one year be approved. The Motion carried on a 5-1 vote. David Ledyard, Town Attorney, then presented a paper entitled "Findings and Decision Granted as Modified". Councilmember Vital then made a motion seconded by Councilmember Valenzuela that the findings be approved, and the time of closing be set at 9:00 p.m., seven days a week, and that this variance shall be for one year. The motion carried, and the variance request was granted.

On April 26, 2018, the Town Council held a public hearing and considered an extension of the variance approved by Town Council on June 29, 2017 (Agenda Item G3) and a new variance request to extend the hours of operation an additional two (2) hours, from 9:00 p.m. to 11:00 p.m. (Agenda Item G4). Councilmember Vital made a motion to approve Agenda Item G3, seconded by Councilmember Sanchez, and the motion passed 5-1 on a roll call vote. Councilmember Vital motioned to approve the variance request to extend the hours of operation from 9:00 p.m. to 10:00 p.m. for a two-year timeframe, seconded by Councilmember Cota, and the motion passed 5-1 on a roll call vote.

David Ledyard, Town Attorney, stated that Councilmembers may wish to amend the motions for agenda items G3 and G4 to include that the same findings exist as when the variance was originally approved. Councilmember Vital motioned to amend the motions for agenda items G3 and G4, to include the finding from Town staff to be similar findings for the next two (2) years. The motion was seconded by Councilmember Valenzuela and the motion passed 5-1 on a roll call vote.

On March 12, 2020, the Town Council held a public hearing to consider the Applicant's variance request (CU2020-02) for an extension of the previously approved variances described above. At the conclusion of the public hearing, both variance requests were approved unanimously, for a four-year timeframe, expiring April 12, 2024.

Request

Applicant is requesting a variance to the Town Zoning Code as it relates to the hours of operation for its' marijuana dispensary as set forth by Town of Guadalupe Zoning Ordinance, Article 2, Part III, Section I, Subsection C, Paragraph 5, limiting the hours of operation to not earlier than 8:00 AM and not later than 6:00 PM. Applicant is requesting a variance to allow hours of operation, open to the public, up to 24 hours per day, seven days a week.

Discussion

During the time since the original variance was granted in June 2017, Mint has continued to play a lead role in in strengthening the community. We have proven to be a professionally run business that 1) promotes economic growth; 2) is involved in the community of Guadalupe; and 3) remains committed to ensuring public safety. Additionally, Mint has made several significant contributions to the Town of Guadalupe, including the following:

The Mint continues to have a significant economic impact in the Town of Guadalupe:

- In the past year, the Mint has generated over \$12 million in revenue and has contributed \$500,000 in taxes to the Town of Guadalupe;
- The four (4) additional operating hours have enabled us to contribute 23.1% more in tax contributions to the Town of Guadalupe (totaling a \$73,800 increase);
- The Mint continues to generate new well-paying jobs for the community and currently employs a staff of 70;
- The Mint plans to be prepared for the legalization of recreational marijuana having completed its multi-million dollar remodel. The facility increased to almost 12,000 square feet making it the largest dispensary in Arizona . The remodel increased the showroom to 25 cashier stations and added 23 parking spots. Mint realized an increase of 25-35% in revenue with its new building layout and expects an increase of 7.7% this year if permitted to remain open until 10:00 p.m.
- The Mint projects to add 30-50% in revenue and tax contributions as the industry continues to grow in Arizona.

The Mint has continued its commitment to community involvement and participation:

- The Mint consistently participates in charitable events across the valley and Guadalupe, including events for the Zoe Foundation, Food City, Cannatainment, St. Xavier and the Town of Guadalupe;
- The Mint contributes to holiday food drives with Food City, St. Joe 's, St. Mary's, and McDonald's;
- The Mint participated in four (4) back-to-school supply drives in the Town of Guadalupe;
- The Mint has a record of charitable contributions, including donations to private citizens in need, lockers to the local Guadalupe Boxing Club, supplies and equipment for Home of Guadalupe Church Priest remodel, one hundred turkeys to Guadalupe residents on both Thanksgiving and Christmas, donations of supplies for local cleanup crews, and practice jerseys, balls, and monetary donations for the Guadalupe Little League;
- The Mint contributed to athletic programs around the community, including the Guadalupe Athletics Club, Ricky's Boxing Club for Kids, the "Wrestling Against Drugs" wrestling event, Tempe Guadalupe Little League, and the Tempe Little League All-Stars;
- The Mint supported the DACA Dream Act Coalition for voter registration. They have also been involved in the Guadalupe Car Show N' Shine, and sponsored the Guadalupe Pre-School/Senior Citizen Zoo Days;
- The Mint sponsored the Anti-Marijuana message given by a ventriloquist to elementary students;
- The Mint serves free tacos to patients at the dispensary a few times a month.

The Mint has maintained a solid record of ensuring public safety is a top priority:

- Since the initial variance was passed, there have been zero reported incidents of any kind in or around the dispensary;

Conclusion

Our extended operating hours have improved the quality of life for many patients in Guadalupe and the surrounding community by allowing for greater access to products and services that Mint Dispensary offers. We have earned a positive reputation for providing high-quality products and have quickly become one of the highest-volume dispensaries in the state of Arizona. Because of our professionalism and quality of service Mint has become the dispensary of choice for many patients.

Support for cannabis still holds strong in both the U.S. and the state of Arizona. According to a Pew Research study conducted in October 2017, about six-in-ten (6-in-10) Americans say the use of marijuana should be legalized. In Arizona, a poll conducted in February 2018 by OH Predictive Insights and the Consumer Choice Center, that 62.9% of Arizona voters support legalizing and taxing marijuana like alcohol, with 40.9%, of those voters saying they "strongly support" legalization.

There is significant reason to believe the industry will continue to grow, as such, professionally run dispensaries like The Mint will become even stronger community partners with the cities in which they operate. At least two adult-use recreational marijuana legalization initiatives - including the Smart and Safe Arizona Act - are expected to be on the Arizona ballots in November 2020.

Recommendation:

We believe our request should be granted. During the time since the initial variance was granted, we 1) continue to play a lead role in strengthening the community; 2) have proven to be a professionally run business that promotes economic growth; 3) remain a significant sales tax producer; and 4) remain committed to ensuring public safety.

Respectfully,

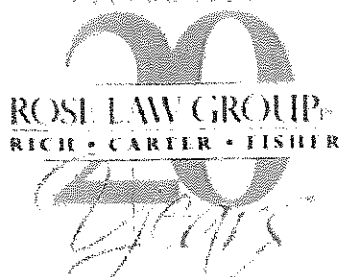
A handwritten signature in black ink, appearing to be the name 'Raul Molina', written in a cursive style.

Raul Molina

From: Logan Elia <LElia@roselawgroup.com>
Subject: FW: New Matter - Dispensary Opening Hours
Date: May 6, 2020 at 3:17 PM
To: Eivan Shahara <es@brightroot.com>

You should be all good to open 24 hours.

Logan Elia



7144 E Stetson Drive, Suite 300
Scottsdale Arizona 85251
Direct: 480.505.3932
Fax: 480.505.3925
Mobile: 602.692.5960

roselawgroup.com
roselawgroupreporter.com
social.roselawgroup.com

RLG is Service

Winner "Best places to work in Arizona"

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From: Bacon, Nick <Nick.Bacon@azag.gov>
Sent: Wednesday, May 6, 2020 3:00 PM
To: Logan Elia <LElia@roselawgroup.com>
Cc: LaMagna, Patricia <Patricia.LaMagna@azag.gov>; Rose Reynolds <rreynolds@roselawgroup.com>
Subject: RE: New Matter - Dispensary Opening Hours

Logan,

The Department reads the language in R9-17-310(A) just as it is: at least 30 hours of operation a week, with hours of operation taking place between 7am and 10pm. Nothing in the rules prohibits more than 30 hours per week or hours outside the given range.

Thanks,

I will check with the Department on their interpretation and get back to you. My recollection is that they read that rule as a minimum requirement, but I will check. I think they usually have the opposite request from dispensaries where a city wants to restrict its hours, so I don't know the answer off the top of my head.

I'll let you know when I find out.

Best,
Nick

Sent from my iPad

On May 6, 2020, at 2:02 PM, Logan Elia <LElia@roselawgroup.com> wrote:

Nick and Patricia,

I represent The Mint Dispensary in Guadalupe. The Town of Guadalupe requested The Mint to extend its operating hours to at least midnight and consider staying open 24 hours. I reviewed the rules on this. I understand that a dispensary shall "[e]nsure that the dispensary is operating and available to dispense medical marijuana to qualifying patients and designated caregivers at least 30 hours weekly between the hours of 7:00 a.m. and 10:00 p.m." R9-17-310. The way I read that rule, it requires that dispensaries be open at least at least 30 hours weekly between the hours of 7:00 a.m. and 10:00 p.m. But it does not prohibit dispensaries from being open more than 30 hours weekly. Nor does it prohibit a dispensary from being open outside of those hours. Does DHS have any issue with The Mint Dispensary expanding its operating hours? If The Mint Dispensary decides it wants to be open longer, would it need to file anything with DHS to amend its hours of operation before it files to renew its dispensary registration certificate? If DHS does not agree with my interpretation of the rule – or if my research missed some relevant authority – can we schedule a call to discuss?

Thanks.

Logan Elia

<image001.png>
7144 E Stetson Drive, Suite 300
Scottsdale Arizona 85251
Direct: 480.505.3932
Fax: 480.505.3925
Mobile: 602.692.5960

roselawgroup.com
roselawgroupreporter.com
social.roselawgroup.com

OWNERSHIP LIST

Parcel Number, Name, and Mailing Address of all parcel owners within 150' radius of applicant's property:

- 1) 301-07-005P
CIRCLE K STORES INC
PO BOX 52085
PHOENIX, AZ 85072-2085
- 2) 301-07-005T
CIRCLE K STORES INC
PO BOX 52085
PHOENIX, AZ 85072-2085
- 3) 301-07-325
MCRT TEMPE 2 LLC
152 W 57TH ST
NEW YORK, NY 10019
- 4) 301-07-326
MCRT TEMPE 1 LLC
152 W 57TH ST
NEW YORK, NY 10019
- 5) 301-10-011B
WOODMANSEE WILLIAM
R/BEVELY TR
12841 S 46TH ST
PHOENIX, AZ 85044
- 6) 301-10-011F
BASELINE COMMERCE LLC
1130 W WARNER RD BLDG B
TEMPE, AZ 85284
- 7) 301-10-011L
CHEESEBURGER LLC
3544 VIA LOS COLORADOS
LAFAYETTE, CA 94549
- 8) 301-10-011Q
GURKIRPA HOTEL GROUP LLC
2633 E INDIAN SCHOOL RD STE 120
PHOENIX, AZ 85016
- 9) 301-10-175
TEMPE PHOENIX AIRPORT
RESORT LLC
1730 E NORTHERN AVE STE 122
PHOENIX, AZ 85020

ENC Priest, LLC
2640 W. Adams St
Phoenix, Arizona 85009

May 8, 2020

Madam Mayor and Members of the Town Council
Town of Guadalupe
9241 S. Avenida del Yaqui
Guadalupe, Arizona 85283


RE: Variance Continuation

Madam Mayor and Members of the Town Council:

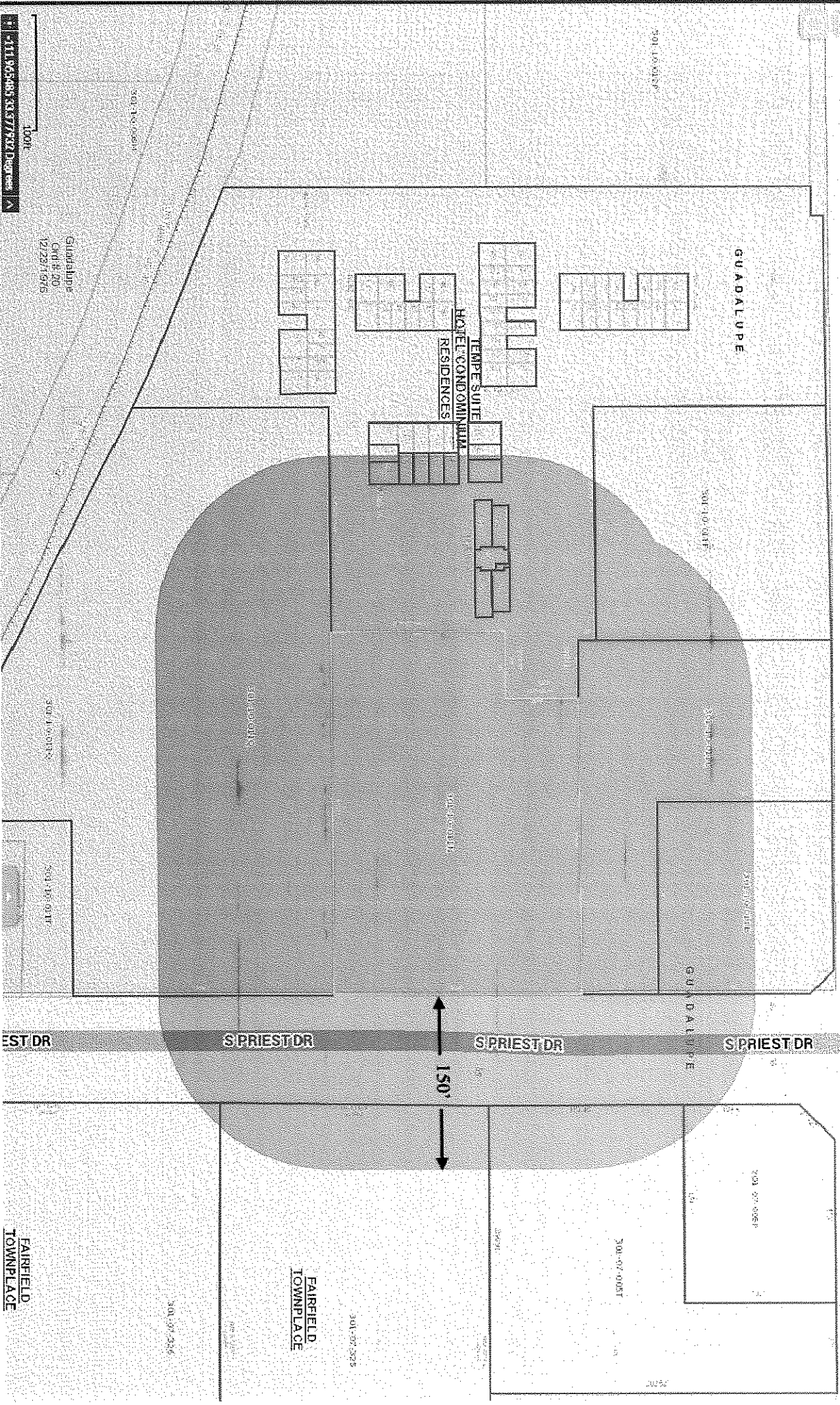
As owner of the real property located at 5210 S. Avenida Del Yaqui (Parcel No. 301-10-011N), in Guadalupe, Arizona; I am compelled to write you today to express my strong support for G.T.L. LLC d/b/a Mint Dispensary, a Medical Marijuana Dispensary operating on my property. Specifically, I encourage the Town Council to approve the variance request permitting hours of operation of 24 hours per day, seven days a week.

Mint has proven to be a professionally run dispensary, serving patients in Guadalupe and beyond. They have made significant economic and social contributions to Guadalupe and the valley. For example, staying open until 10:00pm for the past year has enabled them to contribute 23.1% more in tax contributions to the Town of Guadalupe (totaling a \$73,800 increase). Additionally, the Mint has a record of consistent participation in in charitable events Guadalupe and the valley, including events for the Zoe Foundation, Food City, Cannatainment, St. Xavier and the Town of Guadalupe.

It should also be noted that there have been no major incidents of crime at The Mint as a result of increased operating hours. In fact, increased operating hours has improved the quality of life for many patients in Guadalupe and the valley by allowing patients a larger window of time to access products and services provided by Mint. Their reputation for being professional, providing high-quality products, and being a community partner is well known in the industry. I reiterate my strong support of their efforts operate 24 hours per day, seven days a week. Should you have any questions, please feel free to reach me at the number below.



Eivan Shahara
(602) 931-3663



5210 S Priest Drive

Page 35
Search results for 5210 S Priest Dr.



5210 S Priest Drive

Page 36
Search results for: 5210 S Priest Dr.



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415.966.906 / 520.878.971 / Deregister

AVENIDA DEL VALQUI

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EXHIBIT A**Explanation of Reasons for Request**

Applicant is requesting a variance to the Town Zoning Code as it relates to the hours of operation for its' marijuana dispensary as set forth by Town of Guadalupe Zoning Ordinance, Article 2, Part III, Section I, Subsection C, Paragraph 5, limiting the hours of operation to not earlier than 8:00 AM and not later than 6:00 PM. Applicant is requesting a variance to allow hours of operation, open to the public, up to 24 hours per day, seven days a week.

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Escrow No.: 39004860-055-KG2

Legal Description

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 5;

THENCE ALONG THE EAST LINE OF SAID SECTION 5 SOUTH 00 DEGREES 12 MINUTES 00 SECONDS WEST 271.14 FEET;

THENCE NORTH 89 DEGREES 48 MINUTES 00 SECONDS WEST 40.00 FEET TO THE POINT OF BEGINNING;

THENCE ALONG A LINE PARALLEL WITH AND 40.00 FEET WEST OF THE SAID EAST LINE SOUTH 00 DEGREES 12 MINUTES 00 SECONDS WEST 211.78 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 310.91 FEET;

THENCE NORTH 00 DEGREES 12 MINUTES 00 SECONDS EAST 150.00 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 58.00 FEET;

THENCE NORTH 00 DEGREES 12 MINUTES 00 SECONDS EAST 61.78 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 252.91 FEET TO THE POINT OF BEGINNING.

Unofficial Document



5210 S. AVENIDA DEL YAQUI
GUADALUPE, ARIZONA 85283
WWW.THEMINTDISPENSARY.COM
480.749.6468

May 8, 2020

Mayor and Members of the Town Council
Town of Guadalupe
9241 S. Avenida del Yaqui
Guadalupe, AZ 85283

RE: VARIANCE FOR EXTENDED OPERATING HOURS

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Background

On June 29, 2017, the Town Council considered Agenda Item 2 (Variance Request V6-17.C, G.T.L. LLC d/b/a The Mint). During the discussion, Council member Vital made a motion seconded by Councilmember Cota that a closing time of 9 p.m. for a period of one year be approved. The Motion carried on a 5-1 vote. David Ledyard, Town Attorney, then presented a paper entitled "Findings and Decision Granted as Modified". Councilmember Vital then made a motion seconded by Councilmember Valenzuela that the findings be approved, and the time of closing be set at 9:00 p.m., seven days a week, and that this variance shall be for one year. The motion carried, and the variance request was granted.

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- In the past year, the Mint has generated over \$12 million in revenue and has contributed \$500,000 in taxes to the Town of Guadalupe;
- The four (4) additional operating hours have enabled us to contribute 23.1% more in tax contributions to the Town of Guadalupe (totaling a \$73,800 increase);
- The Mint continues to generate new well-paying jobs for the community and currently employs a staff of 70;
- The Mint plans to be prepared for the legalization of recreational marijuana having completed its multi-million dollar remodel. The facility increased to almost 12,000 square feet making it the largest dispensary in Arizona . The remodel increased the showroom to 25 cashier stations and added 23 parking spots. Mint realized an increase of 25-35% in revenue with its new building layout and expects an increase of 7.7% this year if permitted to remain open until 10:00 p.m.
- The Mint projects to add 30-50% in revenue and tax contributions as the industry continues to grow in Arizona.

The Mint has continued its commitment to community involvement and participation:

- The Mint consistently participates in charitable events across the valley and Guadalupe, including events for the Zoe Foundation, Food City, Cannatainment, St. Xavier and the Town of Guadalupe;
- The Mint contributes to holiday food drives with Food City, St. Joe 's, St. Mary's, and McDonald's;
- The Mint participated in four (4) back-to-school supply drives in the Town of Guadalupe;
- The Mint has a record of charitable contributions, including donations to private citizens in need, lockers to the local Guadalupe Boxing Club, supplies and equipment for Home of Guadalupe Church Priest remodel, one hundred turkeys to Guadalupe residents on both Thanksgiving and Christmas, donations of supplies for local cleanup crews, and practice jerseys, balls, and monetary donations for the Guadalupe Little League;
- The Mint contributed to athletic programs around the community, including the Guadalupe Athletics Club, Ricky's Boxing Club for Kids, the "Wrestling Against Drugs" wrestling event, Tempe Guadalupe Little League, and the Tempe Little League All-Stars;
- The Mint supported the DACA Dream Act Coalition for voter registration. They have also been involved in the Guadalupe Car Show N' Shine, and sponsored the Guadalupe Pre-School/Senior Citizen Zoo Days;
- The Mint sponsored the Anti-Marijuana message given by a ventriloquist to elementary students;
- The Mint serves free tacos to patients at the dispensary a few times a month.

The Mint has maintained a solid record of ensuring public safety is a top priority:

- Since the initial variance was passed, there have been zero reported incidents of any kind in or around the dispensary;

Conclusion

Our extended operating hours have improved the quality of life for many patients in Guadalupe and the surrounding community by allowing for greater access to products and services that Mint Dispensary offers. We have earned a positive reputation for providing high-quality products and have quickly become one of the highest-volume dispensaries in the state of Arizona. Because of our professionalism and quality of service Mint has become the dispensary of choice for many patients.

Support for cannabis still holds strong in both the U.S. and the state of Arizona. According to a Pew Research study conducted in October 2017, about six-in-ten (6-in-10) Americans say the use of marijuana should be legalized. In Arizona, a poll conducted in February 2018 by OH Predictive Insights and the Consumer Choice Center, that 62.9% of Arizona voters support legalizing and taxing marijuana like alcohol, with 40.9%, of those voters saying they "strongly support" legalization.

There is significant reason to believe the industry will continue to grow, as such, professionally run dispensaries like The Mint will become even stronger community partners with the cities in which they operate. At least two adult-use recreational marijuana legalization initiatives - including the Smart and Safe Arizona Act - are expected to be on the Arizona ballots in November 2020.

Recommendation:

We believe our request should be granted. During the time since the initial variance was granted, we 1) continue to play a lead role in strengthening the community; 2) have proven to be a professionally run business that promotes economic growth; 3) remain a significant sales tax producer; and 4) remain committed to ensuring public safety.

Respectfully,

A handwritten signature in black ink, appearing to be 'Raul Molina', written in a cursive style.

Raul Molina

ENC Priest, LLC
2640 W. Adams St
Phoenix, Arizona 85009

May 8, 2020

Madam Mayor and Members of the Town Council
Town of Guadalupe
9241 S. Avenida del Yaqui
Guadalupe, Arizona 85283


RE: Variance Continuation

Madam Mayor and Members of the Town Council:

As owner of the real property located at 5210 S. Avenida Del Yaqui (Parcel No. 301-10-011N), in Guadalupe, Arizona; I am compelled to write you today to express my strong support for G.T.L. LLC d/b/a Mint Dispensary, a Medical Marijuana Dispensary operating on my property. Specifically, I encourage the Town Council to approve the variance request permitting hours of operation of 24 hours per day, seven days a week.

Mint has proven to be a professionally run dispensary, serving patients in Guadalupe and beyond. They have made significant economic and social contributions to Guadalupe and the valley. For example, staying open until 10:00pm for the past year has enabled them to contribute 23.1% more in tax contributions to the Town of Guadalupe (totaling a \$73,800 increase). Additionally, the Mint has a record of consistent participation in in charitable events Guadalupe and the valley, including events for the Zoe Foundation, Food City, Cannatainment, St. Xavier and the Town of Guadalupe.

It should also be noted that there have been no major incidents of crime at The Mint as a result of increased operating hours. In fact, increased operating hours has improved the quality of life for many patients in Guadalupe and the valley by allowing patients a larger window of time to access products and services provided by Mint. Their reputation for being professional, providing high-quality products, and being a community partner is well known in the industry. I reiterate my strong support of their efforts operate 24 hours per day, seven days a week. Should you have any questions, please feel free to reach me at the number below.



Eivan Shahara
(602) 931-3663

FAITH, LEDYARD & FAITH, PLC

Attorneys at Law
919 North Dysart Road, Suite F
Avondale, Arizona 85323

(623) 932-0430
(623) 932-1610 FAX
www.faithlaw.com

Established 1979

ATTORNEYS

*Paul J. Faith**
David E. Ledyard
Michael P. Faith
Barry M. Aylstock
Christine M. Faith
Edwin "Ted" R. Ashton
Jason S. Treguboff
Thomas R. Atkins

PARALEGALS

Debbie L. Malone, ACP
Rene Schmidt
Terry Valles
Samantha M. Colantonio, CP

**Certified Real Estate Specialist*

MEMORANDUM

TO: Jeff Kulaga, Town Manager
FROM: David E. Ledyard, Town Attorney
DATE: June 15, 2020
RE: Variance Request V2020-02
Applicant: G.T.L., LLC, d/b/a "The Mint"

I have reviewed the Mint's application and note that the entire application is based on economics, i.e. the amount of money the Mint has made, the amount of money the Mint has paid in sales tax to the Town, the Mint's donation of money to the Town and Community, the Mint's expectation that if its variance is granted to increase its operating hours up to 24 hours a day, 7 days a week, its revenues will increase.

The Town Code of Ordinances re-numbered as 154.031(B) under the recent re-codification (previously the Town of Guadalupe Zoning Ordinance Article 2 Part III Medical Marijuana Section 1 Purpose Use and Requirements Subsection C Operation Requirements under the prior code) has the following requirements:

- B. A variance shall not be authorized unless the Town Council shall find upon sufficient evidence that
 - 1. There are special circumstances or conditions applying to the property, including its size, shape, topography, location or surroundings, the strict application of which will deprive such property of privileges enjoyed by other properties in the same district.
 - 2. The special circumstances were not created by the owner or the applicant.
 - 3. Authorizing the application will not be materially detrimental to the persons residing or working in the vicinity nor constitute the granting of special privileges inconsistent with the limitations of adjacent property, neighborhood or public welfare.

A.R.S. § 9.462.06(H)(2) says a board of adjustment may not grant a variance if the special circumstances applicable to the property are self-imposed by the property owner.

In the application presented there is nothing to state that the strict application of the zoning ordinance would deprive the applicant of privileges enjoyed by similar properties in the same district. In fact, a competing dispensary two blocks away operates under the same ordinance.

In this case the applicant has admitted they want to increase their hours to make more money. In *Pawn 1st LLC v. City of Phoenix* 242 Ariz. 547, 399 P.3d 94 (2017) the Arizona Supreme Court stated an inability to put the property to a more profitable use or a loss of an economic advantage is not sufficient to constitute an undue hardship to justify a variance.

As noted in the application this applicant was before the Town Council on March 12, 2020, where the Town Council approved the extension of its existing variance which allows operation until 10:00 p.m., 7 days per week for a four-year term. The minutes of the meeting indicate that the Council accepted the findings in the original variances. Those findings included the facts the hours in the ordinance made it difficult for some patients to get to the dispensary. In addition, the Council approved a drive-up window.

The previous variances were granted to allow medical marijuana patients to have better access to their medication. Further the previous extension, with the exception of the drive-up window simply granted an extension of the existing variance, it did not extend the daily hours of operation beyond what was approved in the previous variance. There is nothing in the application to explain why this applicant is again before the Town Council in less than three months with yet another request to extend their hours. Likewise, there is nothing in the application to indicate how many Town residents would be likely to need their medical marijuana after 10:00 p.m.

If the majority of the Council wanted to extend the hours there needs to be some testimony at the hearing either by the applicant or by the questioning of the applicant that this additional time extension has some public purpose other than simply making money for the Town and the applicants, on the other hand if the Council does not believe the extension is warranted they would vote no finding that the applicant has not met the requirements of the Town Code.

ORDINANCE NO. O2020.24

AN ORDINANCE OF THE TOWN OF GUADALUPE, ARIZONA, REPEALING ODINANCE NO. O2020.23 AND REPLACING IT WITH ORDINANCE NO. O2020.24, AMENDING THE TOWN OF GUADALUPE ZONING ORDINANCE, TITLE XV: LAND USAGE, CHAPTER 154: ZONING, SECTION 154.082(E) OPERATION REQUIREMENTS, TO ALIGN MEDICAL MARIJUANA DISPENSARY HOURS OF OPERATION TO ALIGN WITH THE ARIZONA REVSIED STATUTES.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA:

Chapter 154: Zoning

§154.082 Operation Requirements.

(E) The medical marijuana dispensary is limited to the hours of operation not earlier than 8:00 a.m. and not later than ~~6:00 p.m.~~ 10:00 PM UNLESS OTHERWISE REVISED BY THE ~~IN ACCORDANCE WITH~~ ARIZONA REVISED STATUTES.

PASSED AND ADOPTED by the Mayor and Council of the Town of Guadalupe, Arizona, this 23rd day of July, 2020.

Valerie Molina, Mayor

ATTEST:

Jeff Kulaga, Town Manager / Clerk

APPROVED AS TO FORM:

David E. Ledyard, Town Attorney

ORDINANCE NO. O2020.25

AN ORDINANCE OF THE TOWN OF GUADALUPE, ARIZONA, AMENDING CHAPTER 90: ANIMALS GENERALLY, SECTION 90.25 KENNEL PERMIT; FEE; VIOLATION; CLASSIFICATION, SUBSECTION (B) RELATING TO THE ANNUAL FEE FOR KENNEL PERMIT.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA:

§90.25 KENNEL PERMIT; FEE; VIOLATION; CLASSIFICATION.

(B) The annual fee for the kennel permit is ~~\$75~~ \$350 AS DETERMINED BY THE MARICOPA COUNTY BOARD OF SUPERVISORS.

PASSED AND ADOPTED by the Mayor and Council of the Town of Guadalupe, Arizona, this 23rd day of July, 2020.

Valerie Molina, Mayor

ATTEST:

Jeff Kulaga, Town Manager / Clerk

APPROVED AS TO FORM:

David E. Ledyard, Town Attorney

RESOLUTION NO. R2020.24

A resolution of the Town Council of the Town of Guadalupe (Subrecipient), Maricopa County, Arizona, authorizing the Mayor, or designee, to enter into an intergovernmental agreement with Maricopa County, administered by its Human Services Department, to accept \$517,828 in U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) funding. Program funding will be allocated for a wastewater system rehabilitation Project #1 consisting of 2,185 linear feet of pipe segment repairs and/or replacement, coat seven manholes, and raise/uncover seven manhole frames and covers. Additional funding allocations include engineering design/construction document preparation, construction bid process oversight and construction management, quality control and inspections for locations throughout the Town of Guadalupe; and, authorizing the Mayor, or designee, to execute all documents in furtherance of this intergovernmental agreement.

WHEREAS, the existing sewer lines are more than 40 years old and are in poor condition; and,

WHEREAS, the repairs will support a sustained and suitable living environment for Town of Guadalupe residents; and

WHEREAS, the project directly supports the public health and safety of 127 Guadalupe residents living in low-to-moderate income households; and

WHEREAS, the Subrecipient shall maintain staff qualified to perform the duties of the project. The Subrecipient shall immediately notify the County regarding any changes in staff committed to the CDBG project. The County reserves the right to review the qualifications of new staff committed to the CDBG project after the execution of this Agreement; and

WHEREAS, the Subrecipient shall select Subcontractors in accordance with Administrative Requirement of this Agreement. The Subrecipient shall contract with responsible and qualified Subcontractors to perform the duties of the project. The Subrecipient shall verify the qualifications of each Subcontractor through license verification, references, and SAM.gov; and

WHEREAS, the following Implementation Schedule is agreed to by Maricopa County and the Subrecipient:

| Activity | Duration | Start | End |
|--------------------------------|----------|-------------------|-------------------|
| Design/ Construction Documents | 76 days | November 1, 2020 | January 15, 2021 |
| Bidding | 31 days | January 15, 2021 | February 15, 2021 |
| Construction | 159 days | February 22, 2021 | July 10, 2021 |
| Project Closeout | 14 days | July 10, 2022 | July 24, 2022 |

BE IT RESOLVED by the Mayor and Council of the Town of Guadalupe, Maricopa County, Arizona, the Town is hereby authorized to accept \$517,828 in U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG20GD) funding for:

Wastewater system rehabilitation Project #1 totaling \$517,828:

- 2,185 Linear Feet of Sewer Line/Pipe Repair and/or Replacement; and,
- Coat 7 manholes; and,
- Raise/uncover 7 manhole frames and covers.

The contract term is September 1, 2020 – September 2, 2022.

Exhibit A illustrates the locations of the sewer line replacement segments.

Name of person(s) authorized to sign application(s), execute a Subrecipient agreement, and other required documents:

NAME: Jeff Kulaga

NAME: Valerie Molina

TITLE: Town Manager/Clerk

TITLE: Mayor

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Guadalupe, Arizona, this 23rd day of July, 2020.

Valerie Molina, Mayor

ATTEST:

Jeff Kulaga, Town Manager / Clerk

APPROVED AS TO FORM:

David E. Ledyard, Town Attorney

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

Contract Amount: \$517,828
 Contract Start Date: September 1, 2020
 Contract Termination Date: September 1, 2022
 Contract Number: _____
 Program Number: CDBG20GD
 CFDA Number: 14.218- Community Development Block Grant
 DUNS #: 002503092

This Intergovernmental Agreement (“Agreement”) is entered into by and between the Town of Guadalupe (“Subrecipient”), and Maricopa County, administered by its Human Services Department, (“County”). The Subrecipient and County are collectively referred to here as the “Parties” and individually as a “Party.” The Subrecipient, for and in consideration of the covenants and conditions set forth in this Agreement, shall provide and perform the services contained in it. All rights and obligations of the Parties shall be governed by the terms of this Agreement, its exhibits, attachments, and appendices, including any Subcontracts, Amendments, or Change Orders as set forth in this Agreement and in:

Section 1 – General Provisions
 Section 2 – Special Provisions
 Section 3 – Work Statement
 Section 4 – Budget and Compensation
 Section 5 – Attachments

| | | |
|------------------------------------|--|---|
| Subrecipient Representative: | Jeff Kulaga Town Manager | Phone: 480-505-5367 Email: jkulaga@guadalupeaz.org Address: 9241 S. Avenida del Yaqui Guadalupe, AZ 86283 |
| Maricopa County Representative: | Rachel Milne Assistant Director | Phone: (602) 372-1528 Email: rachel.milne@maricopa.gov Address: 234 N. Central Avenue, 3rd Floor Phoenix, AZ 85004 |

Notice under this Agreement shall be given by personal delivery or by registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth above and shall be effective, unless otherwise indicated in the notice, upon receipt if personally delivered and three (3) days after being placed in the U.S. Mail properly addressed, with sufficient postage, if sent by registered or certified mail.

This Agreement contains all the terms and conditions agreed to by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties. Nothing in this Agreement shall be construed as consent

to any lawsuits or waiver of any defenses in a lawsuit brought against the County or the Subrecipient in any state or federal court.

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

APPROVED BY:

APPROVED BY:

THE TOWN OF GUADALUPE

MARICOPA COUNTY

Valerie Molina, Mayor

Chairman, Board of Supervisors

Date: July 23, 2020

Date: _____

Attested to:

Attested to:

Jeff Kulaga, Town Manager / Clerk

Fran McCarroll, Clerk, Board of Supervisors

July 23, 2020
Date

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.

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:

APPROVED AS TO FORM:

David E. Ledyard, Town Attorney July 23, 2020
Date

Deputy County Attorney Date

SECTION 1

GENERAL PROVISIONS



**Maricopa County
Human Services Department**

1.0 PURPOSE

The County shall provide Subrecipient with U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds for the provision of CDBG activities as identified in Section 3 (Work Statement).

2.0 TERM

This Agreement shall commence and terminate on the dates listed on page 1 of this Agreement. This Agreement shall become effective upon approval and signature by both Parties.

3.0 RENEWAL

This Agreement may be renewed by a written amendment provided the Subrecipient is in full compliance with all terms and conditions of this Agreement. No renewal may exceed the duration of the previous agreement. A.R.S. § 11-952. The County shall notify the Subrecipient in writing of its intent to extend the Agreement term at least thirty (30) calendar days prior to the expiration of the original Agreement term, or any additional terms thereafter.

4.0 AMENDMENTS

All Amendments to this Agreement shall be in writing and signed by authorized signers for both Parties.

5.0 TERMINATION

- 5.1 Under A.R.S. §38-511, the County may cancel this Agreement without penalty or further obligation within three years after execution of this Agreement if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the County is, at any time while this Agreement is in effect, an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of this Agreement. Additionally, under A.R.S. § 38-511, the County 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 County from any other party to this Agreement arising as the result of this Agreement.
- 5.2 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 the Board of Supervisors under the Availability of Funds provision). The notice shall be given by personal delivery or by registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth on page 1 of this Agreement.
- 5.3 This Agreement may be terminated by mutual written agreement of the Parties. The written agreement shall specify the termination date.
- 5.4 The County has the right to terminate this Agreement upon twenty-four (24) hour notice when the County deems the health or welfare of the service recipients are endangered or the Subrecipient's non-compliance jeopardizes funding source financial participation.
- 5.5 If not terminated by one of the above methods, this Agreement will terminate upon the Termination Date stated on page 1 of this Agreement or expiration of any renewal term described in Section 3.0.
- 5.6 In accordance with 2 C.F.R. § 200, *et seq.*, 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.

5.7 Either the County or the Subrecipient may terminate this Agreement for convenience in accordance with 2 C.F.R. § 200, *et seq.* The Parties shall agree upon the termination conditions including the effective date of the termination. The Party initiating the termination shall notify the other Party in writing stating the reasons for such termination.

6.0 EFFECT

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement and the Special or General Provisions are in conflict, the Work Statement shall control. To the extent that the Compensation Provisions are in conflict with the General Provisions, Special Provisions or Work Statement, the Compensation Provisions shall control. Nothing in this Agreement shall operate to increase the Operating Budget without a written amendment to this Agreement.

7.0 DEFINITIONS

As used throughout this Agreement, the following terms shall have the following meanings:

- 7.1 **Administrative Manual** means the Community Development Advisory Committee Policy Manual, September 20, 2017, as may be revised, for the administration of CDBG grants.
- 7.2 **Assistant Director** means the Director of the Housing and Community Development Division within the Human Services Department.
- 7.3 **CDAC** means the Community Development Advisory Committee.
- 7.4 **Department** means the Maricopa County Human Services Department.
- 7.5 **Director** means the Director of the Maricopa County Human Services Department.
- 7.6 **Division** means Housing and Community Development Division of the Human Services Department.
- 7.7 **Minority Business Enterprise (MBE)** means an entity which is majority owned or controlled by a socially and economically disadvantaged individual as described by Public Law. 95-507.
- 7.8 **Public Agency** has the meaning prescribed by A.R.S. § 11-951.
- 7.9 **Subcontract** means any Agreement entered into by a Subrecipient with a third party for performance of any of the work or provision of any of the services covered by this Agreement.
- 7.10 **Subcontractor** means an entity funded through the Subrecipient to provide services required by the Work Statement.
- 7.11 **Subrecipient** means a public or private nonprofit agency, authority or organization, or an entity described in 24 C.F.R. 570.204 (c), to which a subaward is made and which is accountable to the recipient for the use of the funds provided.
- 7.12 **Women's Business Enterprise (WBE)** means an entity in which a woman has majority ownership and control.

8.0 GENERAL REQUIREMENTS

- 8.1 The terms of this Agreement shall be construed in accordance with Arizona law and the applicable laws and regulations of the United State Department of Housing and Urban Development (HUD). Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa County, Arizona.
- 8.2 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.

- 8.3 The Subrecipient is an independent contractor in the performance of work and the provision of services under this Agreement and is not to be considered an officer, employee or agent of the County.
- 8.4 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 the Subrecipient's organization or with which the Subrecipient (or one of its directors, officers, owners, trust certificate holders, or relatives) has a substantial interest, unless the Subrecipient has made full written disclosure of the proposed payments to the County and has received written approval therefore.
- 8.5 For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

9.0 ACCEPTANCE OF FUNDS

Subrecipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to the County within thirty (30) days after receipt, unless Subrecipient receives a written waiver of this requirement by the County.

10.0 ASSIGNMENT AND SUBCONTRACTING

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 County. 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.

11.0 AVAILABILITY OF FUNDS

- 11.1 The provisions of this Agreement relating to the payment for services shall become effective when funds assigned for the purpose of compensating the Subrecipient, as provided in this Agreement, actually 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.
- 11.2 If any action is taken by any federal, state, local agency, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligation under, or in connection with, this Agreement, then the Parties may amend, suspend, decrease, or terminate their obligations under, or in connection with, this Agreement. In the event of termination, the Parties shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement. The Parties shall give written notice of the effective date of any suspension, amendment, or termination under this section at least ten (10) calendar days in advance.

12.0 BUDGET ADJUSTMENTS

Subrecipient must receive prior written approval from the County to move funds from one Budget Activity Line Item to another. Budget adjustments that do not change the Agreement amount may be documented by a written Change Order signed by the County and the Subrecipient's Representative as listed in Section 2 paragraph 12.1.18. Requests for adjustments to this Agreement must be supported by appropriate documentation. Any requests for reasonable budget adjustments must be submitted ninety (90) calendar days prior to the expiration of this Agreement. If the County agrees to the budget adjustments, the County shall follow Section 1 (General Provisions) Paragraph 4.0 of this Agreement to amend this Agreement.

13.0 DISPUTES

- 13.1 Except as may otherwise be 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, which shall not exceed one hundred twenty (120) calendar days. Disputes which are not resolved in that time period, shall be submitted in accordance with the following formal dispute resolution process.
- 13.2 If a dispute cannot be resolved informally, the Subrecipient shall notify the Department in writing by mailing notice of the dispute to the Assistant Director within ten (10) business days from expiration of the informal dispute resolution process described in paragraph 13.1 above. The Assistant Director, as applicable, shall respond in writing to the Subrecipient within fourteen (14) business days after receipt of the Subrecipient's written notice. The decision of the Assistant Director shall be final and conclusive unless, within seven (7) business days from the date the Subrecipient receives the decision, the Subrecipient files a written notice of appeal with the Department's Director who shall provide the Subrecipient with a written response within fourteen (14) business days following receipt of the Subrecipient's notice of appeal. The decision of the Director shall be final.
- 13.3 Pending a final decision of the Director, the Subrecipient shall diligently proceed with its performance of this Agreement in accordance with the Assistant Director's decision.

14.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE

- 14.1 Notwithstanding anything to contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.
- 14.2 This Agreement may be immediately terminated by the County if the Subrecipient defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the Subrecipient's ability to perform any of its obligations under this Agreement. The County reserves the right to have service provided by persons other than the Subrecipient if the Subrecipient is unable or fails to provide required services within the specified time frame in the work statement.
- 14.3 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, has not been paid), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:
- 14.3.1 Non-performance of any obligations required by this Agreement.
- 14.3.2 Non-compliance with any applicable federal, state, or local laws, rules or regulations, including HUD guidelines, policies, or directives.
- 14.3.3 Unauthorized expenditure of funds.
- 14.3.4 Improper disposition of program income.
- 14.3.5 Non-compliance with applicable financial record requirements, accounting principles, or standards established by OMB circulars and 2 C.F.R. §200 *et seq.*
- 14.3.6 Non-compliance with recordkeeping, record retention, or reporting requirements.
- 14.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the Subrecipient shall, without intent to limit or with restrictions, be subject to the following:

- 14.4.1 All awards of funding shall be immediately revoked, and any approvals related to the project described in the Special Provision or Work Statement shall be deemed revoked and canceled. Thereby, any entitlements to compensation after suspension or termination of this Agreement are similarly revoked and unavailable.
- 14.4.2 Not be relieved of any liability or responsibility associated with the Special Provision or Work Statement.
- 14.4.3 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 Agreement or rule.
- 14.4.4 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.
- 14.5 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 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.

15.0 SEVERABILITY

Any provision of this Agreement that is determined to be invalid, void, or illegal by a court 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.

16.0 STRICT COMPLIANCE

The County's acceptance of the Subrecipient'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.

17.0 SINGLE AUDIT ACT REQUIREMENTS

If the Subrecipient receives \$750,000 in federal funds, the Subrecipient 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 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 receipt of the reports. The County shall consider sanctions as described in 2 C.F.R. § 200.505 if the Subrecipient is noncompliant with the audit requirements.

18.0 AUDIT DISALLOWANCES

- 18.1 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 in the amount of the disallowance, as well as court costs and attorney and expert fees the County spends to pursue legal action relating to a disallowance. Court costs

and attorney and expert fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.

- 18.2 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 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.

19.0 COMPETITIVE BID REQUIREMENTS

19.1 Equipment

If this Agreement is with other than a Public Agency, the Subrecipient shall obtain all equipment to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost in accordance with the following competitive bidding system:

19.1.1 Procurements in excess of \$300, but less than \$1,000, require oral price quotations from two or more vendors. The Subrecipient shall keep and maintain a record of the vendors' verbal quotations. The Subrecipient's award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.

19.1.2 Procurements exceeding an aggregate amount of \$1,000 must be approved by the Assistant Director. At least three (3) bidders shall be solicited to submit written quotations. The Subrecipient shall solicit written quotations by issuing a Request for Quotation to at least three (3) vendors. The award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.

19.2 Supplies

If this Agreement is with other than a Public Agency, then the Subrecipient shall obtain all supplies to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost and in accordance with a system of written quotes whenever the price is expected to be greater than \$300, unless the Subrecipient obtains the Assistant Director's prior written approval to purchase supplies by an alternate method.

19.3 Minority, Women and Small Business Enterprises

The Subrecipient shall take affirmative steps to provide an opportunity for minorities, women, and small businesses to compete in the procurement of equipment and supplies under this Agreement.

19.4 Bidding Procedures

If the Subrecipient is a Public Agency, then the Subrecipient's own bidding procedures shall govern.

19.5 Procedures May Be Superseded

Funding source requirements relating to competitive bid procedures may supersede any or all subparts of this clause and will be specified in the Special Provisions section of this Agreement.

20.0 PROPERTY

Any property furnished or purchased under the terms of this Agreement shall be utilized, maintained, repaired, and accounted for in accordance with instructions furnished by the County, and shall revert to the County upon termination of this Agreement, unless the County determines otherwise. The costs to repair such property are the responsibility of the

Subrecipient within the limits budgeted in this Agreement. Repair costs beyond the budgeted amount shall be approved by the Department.

21.0 NON-LIABILITY

The County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, 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, agencies, boards, commissions, or Subcontractors occurring in the performance of this Agreement, nor shall the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions be liable for purchases, (Sub)contract, or agreements made by the Subrecipient or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, agencies, boards, commissions, or subcontractors in connection with this Agreement.

22.0 INDEMNIFICATION

To the extent permitted by law, the Subrecipient shall, and shall cause any of its Subcontractors to, indemnify, defend save and hold harmless the County, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions (hereinafter referred to as "Indemnitee") from and against any and all claims, demands, actions, liabilities, damages, losses, judgments, or expenses (including court costs, attorney and expert fees, and costs of claim processing, investigation, and litigation) (hereinafter referred to as "Claims"): A.) that either directly or indirectly are caused by, arise from, or relate to breach of this Agreement by the Subrecipient and any of its Subcontractors, or any and all agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, or commissions of the Subrecipient and any of its Subcontractors; and B.) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused by, arise from, or relate to, in whole or in part, the negligent or willful acts or omissions of the Subrecipient or any of its Subcontractors, or any and all agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions of the Subrecipient and of any Subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of the Subrecipient or any of its Subcontractors to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Subrecipient and any of its Subcontractors from and against any and all claims. It is agreed that the Subrecipient and any of its Subcontractors will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

23.0 INSURANCE

23.1 The Subrecipient, shall and shall cause any of its Subcontractors to purchase and maintain the minimum insurance stipulated in this Agreement from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6 or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company which is or companies which are authorized to do business in the State of Arizona, provided that such insurance

- company or companies meet the approval of the County. The form of any insurance policies and forms must be acceptable to the County.
- 23.2 All insurance required under this Agreement shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Agreement.
- 23.3 The Subrecipient's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.
- 23.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.
- 23.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible or self-insured retentions (or both) shall not be applicable with respect to the coverage provided to the County under those policies. The Subrecipient shall be solely responsible for the deductible and self-insured retention and the County, at its option, may require the Subrecipient to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 23.6 The County reserves the right to request and to receive, within 10 business days, certified copies of any or all of the insurance certificates required under this Agreement. The County shall not be obligated to review policies and endorsements or to advise the Subrecipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve the Subrecipient from, or be deemed a waiver of the County's right to insist on strict fulfillment of the Subrecipient's obligations under this Agreement.
- 23.7 The insurance policies required by this Agreement, except Worker's Compensation, shall name the County, its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions as Additional Insureds.
- 23.8 The policies required under this Agreement, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, board, and commissions for any claims arising out of the Subrecipient's work or service.
- 23.9 The Subrecipient's policies shall stipulate that the insurance afforded the Subrecipient shall be primary insurance and that any insurance carried by the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions shall be excess and not contributory insurance, as provided by A.R.S. § 41-621.
- 23.10 Coverage provided by the Subrecipient shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
- 23.11 Commercial General Liability:
 23.11.1 Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL

- limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 23.12 Worker's Compensation:
 23.12.1 Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Subrecipient's employees engaged in the performance of the work or services under this Agreement; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.
- 23.13 The Subrecipient waives all rights against County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions for recovery of damages to the extent these damages are covered by the Worker's Compensation and Employer's Liability or commercial umbrella liability insurance obtained by the Subrecipient pursuant to this Agreement.
- 23.14 Sexual Molestation and Physical Abuse:
 23.14.1 When services involve working with children, elderly, or disabled individuals, the insurance requirements in the (sub)contract must include coverage for "sexual molestation and physical abuse." Coverage for this type of claim, or allegation, is excluded from standard general liability policies. Therefore, Subrecipients whose services include working with or caring (or both) for children/elderly and disabled persons should have their policies specifically endorsed to include this coverage.
- 23.15 The policy shall be endorsed to include coverage for sexual molestation and physical abuse at limits not less than \$2,000,000.00 per occurrence and \$4,000,000.00 aggregate. These limits may be included within a General Liability policy, Professional Liability policy or provided by separate endorsement with its own limits as required. Subrecipient and its Subcontractors must provide the following statement on their Certificate(s) of Insurance: "Sexual molestation and physical abuse coverage is included." Policies/certificates stating that "Sexual molestation and physical abuse coverage is not excluded" do not meet this requirement.
- 23.16 Certificates of Insurance:
 23.16.1 Upon execution of this Agreement, the Subrecipient shall, and shall cause any of its contractors, to furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Agreement, issued by the Subrecipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. Such certificates shall identify this Agreement by number and title.
- 23.17 Prior to commencing either work or services under this Agreement, the Subrecipient shall have insurance in effect as required by the Agreement in the form provided by the County, issued by the Subrecipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. Such certificates shall be made available to the County with ten (10) business days after a request by the County. BY SIGNING THIS AGREEMENT, THE SUBRECIPIENT AGREES TO THIS REQUIREMENT AND THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS AGREEMENT.
- 23.18 In the event any insurance policy(ies) required by this Agreement is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Subrecipient's work or services and as evidenced by annual Certificates of Insurance.

- 23.19 If a policy does expire during the life of this Agreement, then a renewed Certificate of Insurance must be sent to the County forty-five (45) business days prior to the expiration date.
- 23.20 Cancellation and Expiration Notice:
23.20.1 Insurance required under this Agreement shall not be permitted to expire, be canceled, or materially changed without thirty (30) business days prior written notice to the County.
- 23.21 If the Subrecipient provides professional or semi-professional personal services under this Agreement for which malpractice or professional liability coverage is available, such as medical, psychiatric, or legal services, then the Subrecipient shall carry minimum liability coverage of \$2,000,000 each occurrence and provide the County with proof of coverage.
- 23.22 Subcontractors: The Subrecipient's certificate(s) shall include all Subcontractors as insureds under its policies or the Subrecipient shall furnish to the County separate certificates for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements identified above.
- 23.23 Approval: Any modification or variation from the insurance requirements in any agreement must have prior approval from the County whose decision shall be final. Such action will not require a formal Amendment.
- 23.24 Exceptions: In the event the Subrecipient is a public entity, the Insurance Requirements shall not apply to such public entity. Such public entity shall provide a Certificate of Self-Insurance or a Certificate of Proof of Pool Insurance. Nongovernmental Subcontractors of the Subrecipient shall comply with all insurance terms.

24.0 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 this Agreement. The provision applies to work performed by Subcontractors at all tiers.

25.0 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.

26.0 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.

27.0 CLEAN AIR ACT

If the total face value of this Agreement exceeds \$100,000, the Subrecipient agrees 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.

28.0 LOBBYING

28.1 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.

28.2 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.

29.0 RELIGIOUS ACTIVITIES

The Subrecipient agrees that none of its costs and none of the costs incurred by Subrecipient or Subcontractor will include any expense for any religious activity.

30.0 POLITICAL ACTIVITY PROHIBITED

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

31.0 COVENANT AGAINST CONTINGENT FEES

The Subrecipient warrants that no person or entity has been employed or retained 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.

32.0 SAFEGUARDING OF PARTICIPANT INFORMATION

The use or disclosure by any Party of any information concerning an applicant for, or recipient of, services under this Agreement is directly limited to the conduct of this Agreement. The Subrecipient and its agents shall safeguard the confidentiality of this information, as required by federal and state law. The Subrecipient shall include a clause to this effect in all Subcontracts.

33.0 RIGHTS IN DATA

The Parties shall 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 such available information that is relevant to this Agreement and to the performance under it.

34.0 COPYRIGHTS

If this Agreement results in a book or other written material, then the author is free to copyright the work, but the County reserves a royalty-free, nonexclusive, perpetual and

irrevocable license to reproduce, publish, or otherwise use and to authorize other to use, all copyrighted material and all material which can be copyrighted resulting from this Agreement.

35.0 AGREEMENT COMPLIANCE MONITORING/AUDITING

- 35.1 The County will monitor the Subrecipient's compliance with, and performance under, the terms and conditions of this Agreement and the applicable federal regulations promulgated by HUD. On-site visits for compliance monitoring may be made by the County and its grantor agencies (or both the County and its grantor agencies) at any time during the Subrecipient's normal business hours, announced or unannounced. During an on-site visit, the Subrecipient shall 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.
- 35.2 The County shall request information for monitoring/audit per Office of Management and Budget (OMB) Uniform Guidance 2 C.F.R. § 200, to include:
- 35.2.1 Financial Management 2 C.F.R. § 200.302
 - 35.2.2 Internal Controls 2 C.F.R. § 200.303
 - 35.2.3 Bonds 2 C.F.R. § 200.304
 - 35.2.4 Payment and Financial Reporting 2 C.F.R. § 200.305
 - 35.2.5 Cost Sharing or Matching 2 C.F.R. § 200.306
 - 35.2.6 Program Income 2 C.F.R. § 200.307
 - 35.2.7 Revision of Budget and Program Plans 2 C.F.R. § 200.308
 - 35.2.8 Period of Performance 2 C.F.R. § 200.309
 - 35.2.9 Insurance Coverage 2 C.F.R. § 200.310
 - 35.2.10 Record Retention and Access 2 C.F.R. § 200.31
 - 35.2.11 Procurement Standards 2 C.F.R. § 200.318
 - 35.2.12 Indirect Costs 2 C.F.R. § 200.414
 - 35.2.13 Compensation-Personal Services 2 C.F.R. § 200.430
 - 35.2.14 Audit Requirements 2 C.F.R. § 200.501-200.517

36.0 CONTINGENCY RELATING TO OTHER AGREEMENTS AND GRANTS

- 36.1 The Subrecipient shall, during the term of this Agreement, immediately inform the Department 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. Failure by the Subrecipient to notify the Department County of such award shall be considered a violation of this Agreement and the County may immediately terminate this Agreement without liability.
- 36.2 The Department may request, and the Subrecipient shall provide within a reasonable time, which shall not exceed ten (10) business days, a copy of such other agreement or grant, when in the opinion of the Department the award of the agreement or grant may affect the costs being paid or reimbursed under this Agreement.
- 36.3 If the Department determines that the award to the Subrecipient of such other agreement or grant has affected the costs being paid or reimbursed under this Agreement, then the Department will 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" section contained in this Agreement.

37.0 MINIMUM WAGE REQUIREMENTS

The Subrecipient agrees and warrants that it shall pay all its employees engaged in performing work or providing services under the terms of this Agreement not less than the minimum wage specified under Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended and as specified by Arizona law.

38.0 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.

39.0 GRIEVANCE PROCEDURE

The Subrecipient shall establish a system through which applicants for, and recipients of, services may present grievances and may take appeals about eligibility and other aspects of the Subrecipient's work under this Agreement. The grievance procedure shall include provisions for notifying the applicants for, and recipients of, services of their eligibility or ineligibility for service and their right to appeal to the Department if the grievance is not satisfied at the Subrecipient's level.

40.0 NONDISCRIMINATION, EQUAL OPPORTUNITY AND EQUAL ACCESS

40.1 The Subrecipient, in connection with any service or other activity 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 of its Subcontracts.

40.2 The Subrecipient shall comply with requirements of the Housing and Urban Development Equal Access Rule at 24 C.F.R. Part 5, Final Rule 5863, to ensure equal access to housing and services regardless of gender identity.

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 41-2532 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 its 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, as amended, *et seq.* which mandates that all persons shall have equal access to employment opportunities.

43.0 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Agreement, the Subrecipient agrees 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 and maintain a separate, interest-bearing bank account for money provided under this Agreement, or 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 disposed of in a manner specified by the County in accordance with applicable state and federal regulations. The Subrecipient shall provide a signed bank account agreement authorizing the County to obtain information about the account. If an accounting system is used, then it shall be in accord with generally accepted accounting principles.

45.0 RETENTION OF RECORDS

- 45.1 This provision applies to all financial and programmatic records, supporting document, 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, then the Subrecipient shall reimburse the County for the services not supported and documented.

47.0 IMMIGRATION LAWS AND REGULATIONS

47.1 Federal Immigration and Nationality Act

- 47.1.1 The Parties understand and acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA). The Parties agree to comply with the IRCA in performing under this Agreement and to permit the other Party to inspect personnel records to verify such compliance.
- 47.1.2 By entering into this Agreement, the Parties 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 Parties 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 Parties 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 Parties may request verification of compliance for any employee or subcontractor performing work under the Agreement. Should either Party suspect or find that the other Party or any of its subcontractors are not in compliance, then the Party 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 other Party. 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:

47.2.1 That then 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 That a breach of a warranty under subsection 47.2 above, shall be deemed a material breach of this Agreement and the County may immediately terminate this Agreement without liability; and

47.2.3 That the County and any contracting government entity retains the legal right to inspect the papers and employment records of any Subrecipient or Vendors employee who works on this Agreement to ensure that the Subrecipient or Vendors is complying with the warranty provided under subsection 47.2 above and that the Subrecipient agrees to make all papers and employment records of said employee(s) available during normal business hours in order to facilitate such an inspection.

48.0 DRUG FREE WORKPLACE ACT

The Subrecipient agrees to 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 must certify that they will provide drug-free workplaces. This certification is a precondition to receiving a grant or entering into this Agreement.

49.0 EMPLOYMENT DISCLAIMER

49.1 This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership, or other formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

49.2 The Parties agree that no individual performing under this Agreement on behalf of the Subrecipient is to be considered a County employee, and that no rights of County civil service, County retirement, or County personnel rules shall accrue to such individual. The Subrecipient shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold the County harmless with respect thereto.

49.3 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 the Subrecipient civil service, the Subrecipient retirement, or the Subrecipient personnel rules shall accrue to 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 thereto.

50.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

- 50.1 The undersigned by signing and submitting this Agreement has the authority to certify the Subrecipient to the terms, representations, and warranties of this Certification. The Subrecipient, defined as the primary participant in accordance with 45 C.F.R. Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 50.2 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 50.3 have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 50.4 are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 50.2 of this certification;
- 50.5 have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- 50.6 shall immediately notify the County if, at any time during the term of this Agreement, it is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The County may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement;
- 50.7 shall not enter into a subcontract or sub-recipient agreement with, or provide payment to, a person or organization that is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The County may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement;
- 50.8 The Subrecipient shall include without modification this Certification's language, entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," with all subgrantees or other Subcontractors; in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 45 C.F.R. Part 76; and
- 50.9 Should the Subrecipient not be able to provide this Certification, an explanation as to why shall be immediately provided to the Department, Attention: Project Manager at the address set forth on the cover page of this Agreement.

51.0 SUBRECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:

- 51.1 The Parties agree that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on the Subrecipient employee whistleblower protections 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;
- 51.2 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
- 51.3 The Subrecipient shall insert the substance of this clause, including this paragraph (51.3), in all Subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

52.0 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.

SECTION 2
SPECIAL PROVISIONS



Maricopa County
Human Services

1.0 STANDARDS

The Subrecipient shall perform the work and provide the services as identified in the Work Statement and shall immediately notify the Department whenever the Subrecipient is unable to, or anticipates an inability to, perform any of the work, or provide any of the services required by the terms of this Agreement. The Subrecipient acknowledges that any inability to perform the work and provide the services, or comply with the standards set forth in, this Agreement may subject the Subrecipient to the remedies provided in the Default and Remedies for Noncompliance established by the General Provisions.

2.0 COMPLIANCE WITH LAWS, RULES & REGULATIONS

This Agreement and the Parties to it, are subject to all applicable federal, state, or local laws, rules, and regulations. The Subrecipient shall ensure compliance, and the Subrecipient shall comply with all applicable laws, rules and regulations, without limitation to those designated within this Agreement. Refer to the Default and Remedies for Noncompliance provided in the General Provisions.

3.0 IT 508 COMPLIANCE

Unless specifically authorized in the Agreement, any electronic or information technology offered to the County under this Agreement shall comply with A.R.S. § 41-3531 and § 41-3532 as may be amended, and Section 508 of the Rehabilitation Act of 1973, which requires the employees and members of the public shall have access to 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

4.0 AUDIT REQUIREMENTS

In accordance with A.R.S. § 11-624, the Subrecipient shall, at its own expense, file with the County by March 31st of each Agreement year, either:

- 4.1 Audited financial statements prepared in accordance with federal single audit requirements; or
- 4.2 Financial statements of the CDBG program prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant; or
- 4.3 A Comprehensive Annual Financial Report, prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant

5.0 PROGRAM INCOME

- 5.1 All income received from a CDBG funded project shall be considered program income and subject to the requirements set forth in CDBG Program regulations. Program Income includes, but is not limited to:
 - 5.1.1 sales/lease returns on investment; and
 - 5.1.2 payments of principal and interest on loans.
- 5.2 Program Income received by the Subrecipient shall be tracked and returned to the County as follows:
 - 5.2.1 program income shall be tracked by the Subrecipient and accounted for in a separate fund or account;
 - 5.2.2 documentation supporting the amount of program income received shall be submitted quarterly with the quarterly progress report;
 - 5.2.3 all program income shall be submitted at the end of each fiscal year, June 30th with a program income log that states program income received during the year.

- 5.3 Program income that is received after at the end of this Agreement shall be sent to the County in accordance with 24 C.F.R. § 92.503 within 30 days of receipt.

6.0 ADMINISTRATIVE REQUIREMENTS

- 6.1 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).
- 6.2 Procurement - All procurement completed under this Agreement shall comply with the requirements at 2 C.F.R. Part 200, Subpart D, Procurement Standards. The Subrecipient may utilize their own procurement system that meets or exceeds the requirements in 2 C.F.R. 200 Subpart D. The Subrecipient shall maintain an accessible policy adopting 2 C.F.R. 200 Subpart D or a written procurement manual.
- 6.3 Repayment of Funds – The Subrecipient agrees to repay funds provided under this Agreement for noncompliance with the terms of this Agreement. 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 may specify in writing, the terms of the repayment or alternative terms in lieu of repayment. However, in no case shall repayment or alternative terms be accomplished later than sixty (60) calendar days following the written determination of noncompliance by the County.
- 6.4 Documentation and Record Keeping - The Subrecipient agrees to comply with this Agreement and the following record keeping requirements:
- 6.4.1 Records to be maintained - The Subrecipient shall maintain all records required by the federal regulations specified in 24 C.F.R. Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
- 6.4.1.1 Records providing a full description of each activity undertaken;
- 6.4.1.2 Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program, including HUD required revisions that may be released after this Agreement has been executed;
- 6.4.1.3 Records required for determining the eligibility of activities;
- 6.4.1.4 Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance (Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 C.F.R. Part 570.505, as applicable);
- 6.4.1.5 Records that demonstrate citizen participation;
- 6.4.1.6 Records that demonstrate compliance regarding acquisitions, displacement, relocation, and replacement housing;
- 6.4.1.7 Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- 6.4.1.8 Financial records as required by 24 C.F.R. Part 570.502, 2 C.F.R. § 200, and OMB Circulars;
- 6.4.1.9 Other records necessary to document compliance with Subpart K of 24 C.F.R. § 570;

- 6.4.1.10 Records documenting compliance with Section 3 of the Housing Development Act of 1968; and
- 6.4.1.11 Records documenting all procurement decisions and processes, including but not limited to quotes, bids, proposals, and bidder lists.
- 6.4.2 DUNS Number and SAM Profile - All Subrecipients and their Subcontractors shall have a valid Dun and Bradstreet (DUNS) number and an active profile in the federal System for Award Management (SAM).
 - 6.4.2.1 To obtain a DUNS Number use this link: <https://www.dnb.com/duns-number.html>
 - 6.4.2.2 For additional information on System for Award Management (SAM) and, DUNS use this link: <https://www.sam.gov/SAM/pages/public/generalInfo/aboutSAM.jsf>
- 6.4.3 Housing - Records that demonstrate compliance with deeds of trust, promissory notes, and forgivable loans associated with owner occupied housing activities.
- 6.4.4 Public Facilities - Records that demonstrate continuing ownership and eligible use of facility according to CDBG regulations.
- 6.4.5 Outcome Measures – The Subrecipient shall maintain data that supports the accomplishment of the desired outcomes as indicated in the Work Statement.
- 6.4.6 Records Retention - The Subrecipient shall retain all records pertinent to this Agreement for a period of six (6) years after all CDBG 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.
- 6.4.7 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.
- 6.4.8 Client Data - The Subrecipient shall maintain client data:
 - 6.4.8.1 Demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and
 - 6.4.8.2 Required to meet reporting requirements including client race and ethnicity, and a description of the service(s) provided.
- 6.4.9 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.
- 6.4.10 Audits and Inspections - All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, their designees, or the federal government, at any time during normal business hours, as often as the County deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any relevant deficiencies noted in audit reports must be addressed by the Subrecipient within 45 calendar days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements shall constitute

- a violation of this Agreement and may result in the withholding of future payments.
- 6.4.11 The Subrecipient hereby agrees to have an Annual Audit conducted in accordance with the Administrative Manual. The Annual Audit requirement is applicable regardless of the amount of funding received by Subrecipients via this Agreement.
- 6.5 Reporting
- 6.5.1 Progress Reports - The Subrecipient shall be responsible to provide reports on all activities related the Scope of Work. The Subrecipient agrees to submit to the County Performance Reports:
- 6.5.1.1 Monthly Performance Report, Project Schedule Update, and Household Demographics Report in the forms and content as required by the County, as indicated on the forms. Monthly Performance Reports shall be due on the 15th of the month, addressing activities of the proceeding month. If there has been no activity, then the reports need to explain why. Failure to submit timely reports will result in suspension of payment for reimbursement requests until all reports are brought current.
- 6.5.1.2 Minority Business Enterprise/Women Business Enterprise (MBE/WBE) information; and
- 6.5.1.3 Other HUD-required reporting data as applicable shall be submitted.
- 6.5.2 Continuing Use Requirements - If the activity is a public facility, the Subrecipient shall provide the County, on an annual basis, a Certificate of Use Statement certifying that the facility is being used to meet a national objective and eligible activity.
- 6.5.3 Program Income – The Subrecipient agrees to comply with the quarterly and annual program income reporting requirements of 24 C.F.R. 570.504 and the Administrative Manual. The Subrecipient shall report program income received and expended program income as defined in 24 C.F.R. § 570.500 generated by activities carried out with CDBG funds made available under this Agreement. Documentation supporting the amount of program income received and expended shall be submitted with the reports required. Subrecipient shall account for program income and maintain a separate account for these funds. Program income shall be retained by the Subrecipient and shall be used only for CDBG eligible activities as outlined in the HUD CDBG regulations and the Administrative Manual. The Subrecipient further agrees that these funds shall be utilized to pay for CDBG activities prior to requesting any reimbursement from County for any CDBG activities.
- 6.6 Performance Monitoring - The County shall monitor the Subrecipient to determine if CDBG -funded activities are implemented and administered in accordance with this Agreement and all applicable federal requirements and gauge performance of the Subrecipient against goals and performance standards required in this Agreement. The Subrecipient will prepare for monitoring and assure all required files and documentation are available at scheduled monitoring. Failure of Subrecipient to administer, implement and perform as determined by federal regulations and County policies shall constitute non-compliance with this Agreement and is subject to the Default and Remedies for Noncompliance provided in this Agreement.
- 6.7 Subcontracts

- 6.7.1 Approvals - The Subrecipient shall not commit to any pre-contract costs or enter into any Subcontract(s) with any agency or individual in the performance of this Agreement without the Notice to Proceed from the County. Execution of construction (Sub)contracts may not occur until a letter stating the Subrecipient is not on the debarred list is received from the County.
- 6.7.2 DUNS Number: All Subcontractors shall have a valid DUNS number and an active profile in the federal System for Award Management (SAM).
- 6.7.3 Selection Process - The Subrecipient shall insure that all subcontracts let in the performance of this Agreement are awarded on a fair and open competitive basis. Executed copies of all Subcontracts shall be forwarded to the County along with documentation, if requested, concerning the selection process.
- 6.7.4 Section 3 of the Housing and Urban Development Act of 1968 - The Subrecipient shall include the Section 3 clause in Subcontracts, as required, and shall take appropriate action under the Subcontract upon a finding that the Subcontractor is in violation of regulations issued by HUD/County. The Subrecipient shall not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Section 135.
- 6.7.5 Agreement Monitoring - The Subrecipient shall monitor/review all Subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in the Progress Reports and supported with documented evidence, if requested, of follow-up actions taken to correct areas of noncompliance.
- 6.7.6 Noncompliance by Subcontractor(s) may lead to default of this Agreement and subject the Subrecipient to the Default and Remedies for Noncompliance provisions of this Agreement.

7.0 POLICY/ADMINISTRATIVE MANUALS USE

By executing this Agreement, the Subrecipient acknowledges receipt of and agrees to be familiar with and comply with the policies/procedures established in the most recent CDBG and CDAC Policy Manual, dated September 20, 2017, as may be revised.

8.0 ENVIRONMENTAL CONDITIONS

- 8.1 Notwithstanding any provision of this Agreement, the Parties agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 C.F.R. Part §58. The Parties further agree that the provision of any funds to the project is conditioned on the County's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review.
- 8.2 The Subrecipient agrees to comply with: The National Environmental Policy Act of 1969 (P.L. 91-190) pursuant thereto 40 C.F.R. Parts 1500 - 1508, Environmental Review Procedures for Title I of the Community Development Block Grant program pursuant thereto Title 24 C.F.R. Part 58, Subpart A; and with all conditions required in the process of the environmental assessment. An Environmental Review Record (ERR) shall be completed before taking any physical action on a site or entering into Agreements. If federal funds are involved in an activity, then neither federal nor non-federal funds may be expended or committed by Agreement (conditional

- or not) for activities related to this project including design work, until the County provides written authorization based on approval of an ERR.
- 8.3 Air and Water - The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
- 8.3.1 Clean Air Act, 42 USC § 7401, et seq., as amended.
- 8.3.2 Federal Water Pollution Control Act, as amended, 33 USC § 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308 and all regulations and guidelines issued thereunder.
- 8.3.3 Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 50, as amended.
- 8.3.4 The Subrecipient agrees to comply with conditions set forth by the Air Quality Department or other County agency, as required.
- 8.4 Flood Disaster Protection - In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC § 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes. (In the case of housing, the homeowner must obtain and maintain flood insurance as a condition of funding, or funds may not be utilized.)
- 8.5 Historic Preservation - The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC § 470) and the procedures set forth in 36 C.F.R. Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty (50) years old or older, or that are listed or eligible for the National Register of Historic places or included on any state or local historic property inventory or any archaeological findings.
- 8.6 Notice to Proceed (NTP) - No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record (ERR) must be completed before any funds are obligated. Funding is also conditioned upon the completion of the ERR of every activity site by address. The responsibility for certifying the appropriate Environmental Review Record and NTP shall rest with the County. It is the responsibility of the Subrecipient to notify the County, and to refrain from making any commitments and expenditures on a site until a Notice to Proceed has been issued by the County. Failure to meet these conditions will mean that requested funds will not be disbursed.

9.0 TIMELY IMPLEMENTATION

The Subrecipient agrees that timely implementation of the activity is essential. Subrecipient agrees that implementation of activities including design/development or construction (or both) shall commence not later than 90 calendar days after the execution of this Agreement. If the 90-day commencement date is not met, or whenever a Subrecipient's implementation of an activity lags the contractual activity schedule by 90 calendar days or more, the Subrecipient shall be required to submit in writing to CDAC the reasons for failure to implement the activity within the stipulated time frame. The Subrecipient shall allow the County to provide technical assistance if the project is more than 90 calendar days behind schedule. In addition, the Subrecipient must present a corrective action plan that ensures timely implementation, as provided for in the

CDAC/BOS Policy Manual. Failure to implement the activity in a timely manner shall be considered ineffective use of funds as well as a material failure to comply with all terms of the award of this Agreement and shall be considered cause for termination of this Agreement.

10.0 ACTIVITY COMPLETION

Upon the final payment to the Subrecipient by the County, the activity shall be considered complete. Upon completion of the Work Statement, all unspent CDBG resources shall be returned to the CDBG unprogrammed funds account. The Subrecipient shall continue to be responsible for compliance activities for the life of the assisted activity. The close-out letter generated by the County shall detail these responsibilities and shall be sent to the Subrecipient. The Subrecipient agrees to comply with the stipulations in the close-out letter that addresses responsibilities after the close of an activity.

11.0 OPERATION & MAINTENANCE

Upon completion of the activity, the Subrecipient or other party, if identified, shall assume sole responsibility for continuing operation and maintenance of the activity described in Work Statement.

12.0 ADDITIONAL CERTIFICATIONS AND WARRANTIES

12.1 The Subrecipient agrees that it undertakes hereby the same obligations as the County has undertaken to HUD pursuant to the Annual Action Plan and Certifications, with respect to this Agreement. The Subrecipient shall hold County harmless and indemnify it against any damage or other liability which County may incur with respect to HUD as a result of any failure on the part of Subrecipient to comply with the requirements of any such obligation. The Subrecipient shall be obligated to the requirements of this Agreement including the subparagraphs of this paragraph 12.1 and Section 5 Attachments, which include Certification for a Drug-Free Workplace (Attachment 1), Certification of Payments to Influence Federal Transactions (Attachment 2), and Specific CDBG Certifications (Attachment 3).

12.1.1 The Housing and Community Development Act of 1974 (P.L. 93-383) as amended by the Housing and Urban Rural Recovery Act of 1983 (P.L. 98-181), the Housing and Community Development Act of 1987 and the Cranston-Gonzalez National Affordable Housing Act (P.L. 101-625);

12.1.2 Regulations of the Department of Housing and Urban Development relating to Community Development Block Grants (Title 24, Chapter V, Part 570 of the Code of Federal Regulations (C.F.R.), commencing at Section 570.1);

12.1.3 Title VI of the Civil Rights Act of 1964 (P.L. 88-352) as amended; Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended; Section 109 of the Title I of the Housing and Community Development Act of 1974 as amended; EXECUTIVE ORDER 11063, as amended; and any HUD regulations heretofore issued or to be issued to implement these authorities related to Civil Rights;

12.1.4 The requirements of Executive Orders 11625 and 12432 regarding Minority Business Enterprise, and 12138 regarding Women's Business Enterprise, and regulations in 2 C.F.R. § 200.321 and of Section 281 of the National Housing Affordability Act;

12.1.5 Section 504 of the Rehabilitation Act of 1973 as amended and the Americans With Disabilities Act, of 1990;

12.1.6 Fair Housing Amendments Act of 1988;

- 12.1.7 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and the Uniform Relocation Act Amendments of 1987 (Title IV, P.L. 100-17, April 2, 1987 and regulations adopted to implement that Act pursuant thereto Title 24, C.F.R. Part 42 as amended;
- 12.1.8 The Architectural Barriers Act of 1969 (42 U.S.C. Section 4151-4157);
- 12.1.9 The Hatch Act relating to the conduct of political activities (Chapter 15 of Title 5, U.S.C.);
- 12.1.10 Section 902 of the Housing and Community Development Amendments of 1978 (P.L. 95-557);
- 12.1.11 Executive Order 11246 and the regulations issued pursuant thereto (41 C.F.R. Chapter 60) relating to nondiscrimination in employment and contracting opportunities;
- 12.1.12 The Labor Standards Regulations set forth in 24 C.F.R., Part 570.603; the Davis-Bacon Act as amended; the provisions of Contract Work Hours and Safety Standards Act; the Copeland "Anti-Kickback" Act (40 U.S.C. § 276a-276a-5; 40 USC § 327 and 40 USC § 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request;
- 12.1.13 Executive Order 13166 entitled "Improving Access to Services for Persons with Limited English Proficiency" pursuant to Title VI of the Civil Rights Act; and
- 12.1.14 The Drug-Free Workplace Act of 1988 as it applies to this activity.
- 12.1.15 The Subrecipient shall warrant and cause its Subcontractors to warrant that they are in compliance with immigration laws and regulations at A.R.S. §§ 41-4401 and 23-214.
- 12.1.16 Subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of
- 12.1.16.1 2 C.F.R. § 225, "Cost Principles for State, Local and Indian Tribal Governments," and
- 12.1.16.2 2 C.F.R. § Part 200 including Subpart D – Post Federal Award Requirements, Subpart E – Cost Principles, and Subpart F – Audits.
- 12.1.17 Subrecipients that are non-profits shall comply with the requirements and standards of:
- 12.1.17.1 2 C.F.R. Part 230, "Cost Principles for Nonprofit Organizations," or 2 C.F.R. 220, "Cost Principles for Educational Institutions," as applicable,
- 12.1.17.2 OMB Circular A-134, "Financial Accounting Principles and Standards," and
- 12.1.17.3 2 C.F.R. § Part 200 including Subpart D – Post Federal Award Requirements, Subpart E – Cost Principles, and Subpart F – Audits. Audits shall be conducted annually.
- 12.1.18 Changes – The County may, at any time, by written Change Order/Administrative Change executed by the Director of the Human Services Department, make changes within the general scope of this Agreement in any one or more of the following areas:
- 12.1.18.1 Modifications to the project implementation schedule as long as it does not extend or shorten the term of the Agreement;

- 12.1.18.2 Minor changes in the Work Statement, provided the overall scope of work for the project is unchanged;
- 12.1.18.3 Value engineering of the work, provided that the change is made only to reduce the cost of the project and not to reduce the scope of work, and that the overall scope is not changed;
- 12.1.18.4 Modifications to terms consistent with any changes required by federal, state, or County regulations ordinances or policies; and
- 12.1.18.5 Modifications to administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by HUD or local regulations, policies or requirements.
- 12.1.19 The Parties agree that the terms, conditions and sums payable under this Agreement are subject to any changes or limitations which may be required by HUD and the CDBG Program regulations.
- 12.1.20 The 2019-20 Annual Action Plan and the CDBG Application for this project are hereby incorporated by reference into this Agreement.
- 12.1.21 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and all prior agreements, representations, statements and undertakings are hereby expressly cancelled.

SECTION 3
WORK STATEMENT



Maricopa County
Human Services

1.0 SPECIAL FEDERAL AND PROJECT PROVISIONS

- 1.1. Program Activity: The Subrecipient agrees to implement the activity fully as described in:
- 1.1.1. This Work Statement in accordance with the terms of the 2020-2025 Five-Year Consolidated Plan,
 - 1.1.2. The 2020-21 Action Plan submitted by the County to HUD for funds to carry out the activity,
 - 1.1.3. The Subrecipient's application for funding, as approved by CDAC,
 - 1.1.4. The Certifications which were submitted concurrently with the Annual Action Plan to HUD, and with
 - 1.1.5. Any Cooperation Agreements between the Subrecipient and the County (as applicable).

2.0 SCOPE OF WORK

- 2.1 Project Description: The Subrecipient shall repair six sewer segments totaling 2,185 linear feet of pipe, coat seven manholes, and raise/ uncover seven manhole frames and covers. The project will be located throughout Guadalupe, within Census Tract 3200.02. The engineering design and installation of the work shall meet MAG Standards and locally adopted codes.
- 2.2 Project Purpose: The existing sewer lines are more than 40 years old and are in poor condition. The repairs will support a sustained and suitable living environment.
- 2.3 Project Beneficiaries: The project directly supports the public health and safety of 127 Guadalupe residents living in low-to-moderate income households.
- 2.4 Project Staff: The Subrecipient shall maintain staff qualified to perform the duties of the project. The Subrecipient shall immediately notify the County regarding any changes in staff committed to the CDBG project. The County reserves the right to review the qualifications of new staff committed to the CDBG project after the execution of this Agreement.
- 2.5 Subcontractors: The Subrecipient shall select Subcontractors in accordance with Administrative Requirement of this Agreement. The Subrecipient shall contract with responsible and qualified Subcontractors to perform the duties of the project. The Subrecipient shall verify the qualifications of each Subcontractor through license verification, references, and SAM.gov.

3.0 IMPLEMENTATION SCHEDULE

| Activity | Duration | Start | End |
|--------------------------------|----------|-------------------|-------------------|
| Design/ Construction Documents | 76 days | November 1, 2020 | January 15, 2021 |
| Bidding | 31 days | January 15, 2021 | February 15, 2021 |
| Construction | 159 days | February 22, 2021 | July 10, 2021 |
| Project Closeout | 14 days | July 10, 2022 | July 24, 2022 |

SECTION 4
BUDGET AND COMPENSATION



Maricopa County

Human Services

1.0 BUDGET

| Activity | Budget |
|-----------------------------|---------------------|
| Design | \$55,000.00 |
| Construction Administration | \$38,000.00 |
| Construction | \$424,828.00 |
| Total | \$517,828.00 |

2.0 COMPENSATION

- 2.1 Subject to the availability and authorization of funds for the explicit purposes set forth in the Work Statement, the County will pay the Subrecipient compensation for services rendered as indicated in the following subsections.
- 2.2 Subrecipient shall be reimbursed utilizing Catalog of Federal Domestic Assistance (CFDA):14.218, Community Development Block Grant (CDBG) provided to the County through the U.S. Department of Housing and Urban Development (HUD).
- 2.3 The County shall reimburse the Subrecipient on a net "0" payments standard.

3.0 METHOD OF PAYMENT

- 3.1 The Subrecipient agrees to submit monthly reimbursement requests to County unless monthly expenditures for the activity do not exceed One Thousand Dollars (\$1,000.00). County agrees to reimburse Subrecipient for actual allowable costs incurred, upon certification of Release of Funds and submittal by Subrecipient of an itemized statement of actual expenditures incurred, supported by back up documentation such as:
- 3.1.1 invoices and copies of checks showing payment of invoices and/or
- 3.1.2 timesheets showing hours worked on eligible activities.
- 3.2 Reimbursement by County is not to be construed as final in the event that HUD disallows reimbursement for the activity or any portion thereof. Funds not expended in implementing this CDBG activity or upon completion of the activity shall be returned to the CDBG unprogrammed funds account as provided by the Administrative Manual. Request for reimbursement must be made using the Request for Reimbursement form provided by the County.

4.0 TIMELINESS

The Subrecipient will submit Requests for Reimbursements to the County at least quarterly, provided Subrecipient has expended at least \$1,000.

5.0 REIMBURSEMENT

The County shall provide an amount not-to-exceed five hundred seventeen thousand eight hundred twenty-eight dollars (\$517,828) subject to the terms of this Agreement and availability of funds. This Agreement price constitutes the County's entire participation and obligation in the performance and completion of all work to be performed under this Agreement.

6.0 DISALLOWED COSTS

- 6.1 The cost principles set forth in the Code of Federal Regulations, 48 C.F.R., Chapter 1, Subchapter e, Part 31, (October 1, 2011), including later amendments and editions on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under Agreement provisions that provide for the

reimbursement of costs. Those costs that are specifically defined as unallowable therein will not be submitted for reimbursement by the Subrecipient and may not be reimbursed with County funds. In addition, the Subrecipient shall comply with the following publication (including subsequent revisions), as applicable:

6.1.1 Office of Management and Budget (OMB) Uniform Guidance 2 C.F.R. § 200.

7.0 FINAL REIMBURSEMENT UPON CONTRACT TERMINATION

7.1 Upon 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.

7.1.1 This request shall be submitted no later than 30 calendar days after the termination date except as noted immediately below.

7.1.2 If the termination date is between June 10 and June 30, then the final reimbursement request shall be submitted by July 10.

7.1.3 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.

SECTION 5
ATTACHMENTS



Maricopa County
Human Services

ATTACHMENT 1

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name _____

Program/Activity Receiving Federal Grant Funding _____

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

- (1) The dangers of drug abuse in the workplace;
- (2) The Applicant's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. **Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

| | | | |
|-----------------------------------|--|-------------|--|
| Name of Authorized Official _____ | | Title _____ | |
| Signature _____ | | Date _____ | |
| X _____ | | | |

form HUD-50070 (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

ATTACHMENT 2

**Certification of Payments
to Influence Federal Transactions**

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157 (Exp. 03/31/2020)

Applicant Name _____

Program/Activity Receiving Federal Grant Funding _____

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

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

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

Previous edition is obsolete

form HUD 50071 (01/14)
ref. Handbooks 7417.1, 7475.13, 7485.1, & 7485.3

ATTACHMENT 3
Specific CDBG Certifications

The Subrecipient certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 C.F.R. § 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing and expand economic opportunities primarily for persons of low- and moderate-income. (See 24 CFR Parts 91 and 570).

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. **Maximum Feasible Priority.** With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Annual Action Plan may also include activities which the subrecipient certifies are designed to meet other community development needs having an urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available;
2. **Overall Benefit.** The aggregate use of CDBG funds including Section 108 (See 24 C.F.R. Part 570, Subpart M) guaranteed loans during program year(s) 2018, 2019, and 2020 (a period specified by the Subrecipient consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low- and moderate-income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period; and
3. **Special Assessments.** It shall not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction shall not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant shall be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Fair Housing Act (42 U.S.C. §§ 3601-3619), and implementing regulations.

Lead-Based Paint -- Its notification, inspection, testing, interim controls, and abatement procedures concerning lead-based paint shall comply with the requirements of 24 C.F.R. §570.608.

Compliance with Laws -- It shall comply with applicable laws.

Signature/Authorized Official

July 23, 2020

Date

Valerie Molina

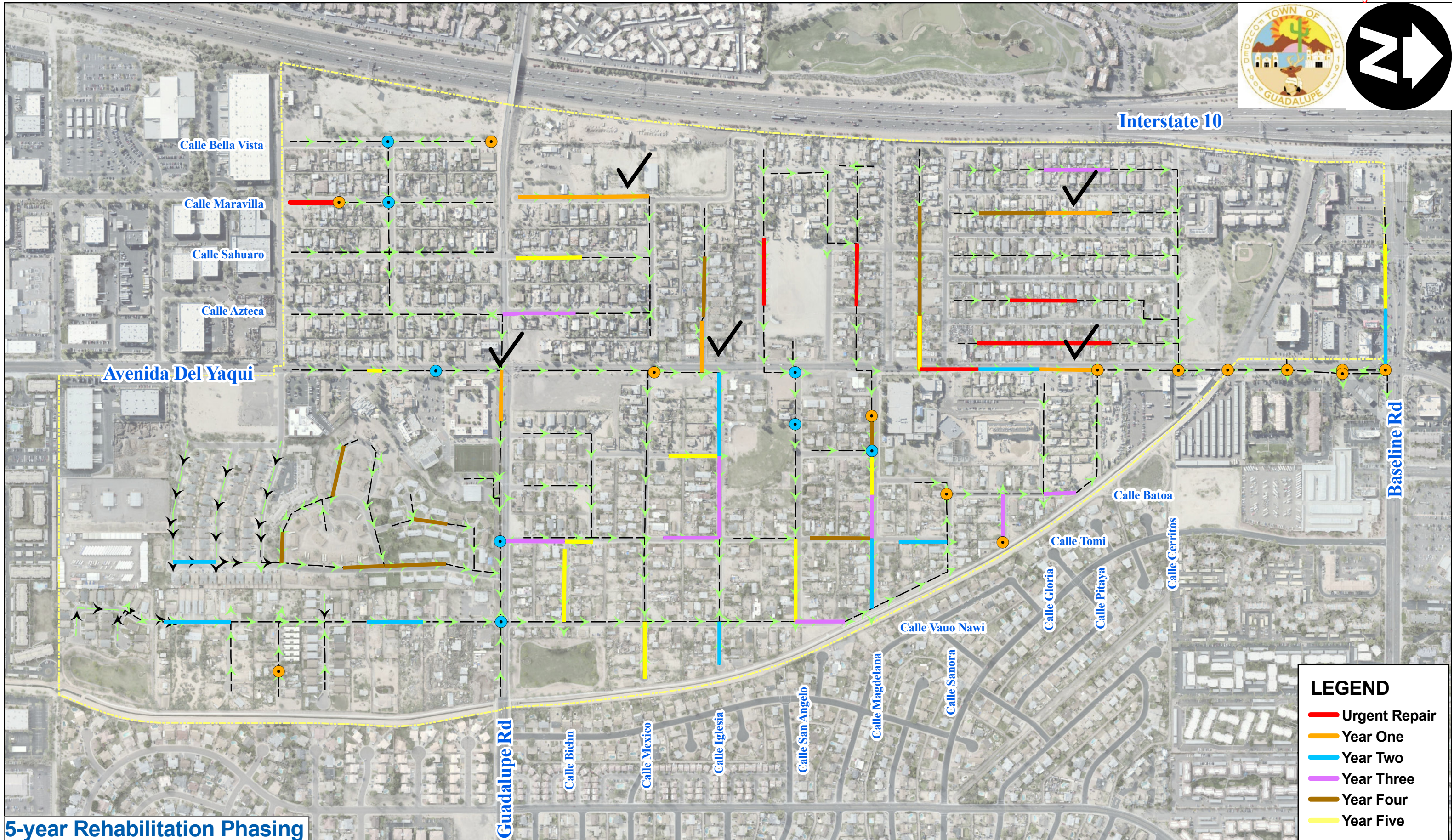
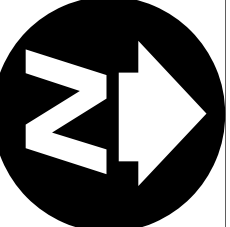
Printed/Typed Name

Mayor

Title

Town of Guadalupe, Arizona

Subrecipient Name



5-year Rehabilitation Phasing

LEGEND

- Urgent Repair
- Year One
- Year Two
- Year Three
- Year Four
- Year Five

Accounts Payable

Checks by Date - Detail by Check Number

User: jdrury
Printed: 6/9/2020 2:51 PM

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Check Amount |
|-------------------------------|-------------------------|---|---|--------------|
| 65062 | AVESIS 2504168 | Avesis Insurance vision insurance May 20 | 05/01/2020 vision insurance May 20 | 6.30 |
| | 2504168 | vision insurance May 20 | vision insurance May 20 | 7.18 |
| | 2504168 | vision insurance May 20 | vision insurance May 20 | 8.26 |
| | 2504168 | vision insurance May 20 | vision insurance May 20 | 3.15 |
| | 2504168 | vision insurance May 20 | vision insurance May 20 | 0.95 |
| | 2504168 | vision insurance May 20 | vision insurance May 20 | 29.91 |
| | 2504168 | vision insurance May 20 | vision insurance May 20 | 14.19 |
| | 2504168 | vision insurance May 20 | vision insurance May 20 | 0.95 |
| | 2504168 | vision insurance May 20 | vision insurance May 20 | 4.41 |
| | 2504168 | vision insurance May 20 | vision insurance May 20 | 1.26 |
| | 2504168 | vision insurance May 20 | vision insurance May 20 | 14.82 |
| | 2504168 | vision insurance May 20 | vision insurance May 20 | 3.40 |
| | 2504168 | vision insurance May 20 | vision insurance May 20 | 3.41 |
| | 2504168 | vision insurance May 20 | vision insurance May 20 | 5.31 |
| | 2504168 | vision insurance May 20 | vision insurance May 20 | 7.12 |
| | 2504168 | vision insurance May 20 | vision insurance May 20 | 0.63 |
| | 2504168 | vision insurance May 20 | vision insurance May 20 | 8.45 |
| | 2504168 | vision insurance May 20 ee dep | vision insurance May 20 | 31.60 |
| Total for Check Number 65062: | | | | 151.30 |
| 65063 | DAILYJOU A3344933 | Daily Journal Corporation adverstising resolution #R2020.04 | 05/01/2020 adverstising resolution #R202 | 12.26 |
| Total for Check Number 65063: | | | | 12.26 |
| 65064 | DIBBLENG 1016014-53 | Dibble & Associates Consutling Engineers project engineer for FEMA firm requirements | 05/01/2020 inspection services | 150.00 |
| | 1016014-53 | Avenida plan review | inspection services | 975.00 |
| | 1016014-53 | calle tomi speed cushions | inspection services | 1,370.00 |
| | 1016014-53 | inspection services 3/23-4/17/20 | inspection services | 9,555.00 |
| | 1016014.08-6 | TOG Phase VII pavement replacement: construct | TOG Phase VII pavement repl | 15,400.00 |
| Total for Check Number 65064: | | | | 27,450.00 |
| 65065 | E&JAPPL 143127 | E&J Appliance Service Company dryer: replaced timer | 05/01/2020 dryer: replaced timer | 295.13 |
| Total for Check Number 65065: | | | | 295.13 |
| 65066 | GUADBN 5731 | Guadalupe Barrio Nuevo rental assistance EM | 05/01/2020 rental assistance EM | 700.00 |
| Total for Check Number 65066: | | | | 700.00 |
| 65067 | HOME2871 1620806 | Home Depot Credit Services def fluid | 05/01/2020 bleach, pipe cleaner, and def f | 48.51 |
| | 1620806 | bleach and pipe cleaner | bleach, pipe cleaner, and def f | 22.66 |
| | 2394069 | Biehn park: padlocks | Biehn park: padlocks | 21.64 |

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Check Amount |
|----------|-------------------------|--|--|------------------|
| | 4292369 | laundry detergent, downy fabric softener, simple | laundry detergent, downy fabr | 125.55 |
| | 5020960 | % sr center: ceiling tiles | % sr center: ceiling tiles | 40.77 |
| | 5020960 | % sr center: ceiling tiles | % sr center: ceiling tiles | 8.15 |
| | 5020960 | % sr center: ceiling tiles | % sr center: ceiling tiles | 32.61 |
| | 5025418 | % nifty nabbers | fabuloso, terry towels, glvoes, | 21.59 |
| | 5025418 | % nifty nabbers | fabuloso, terry towels, glvoes, | 21.58 |
| | 5025418 | % fabuloso, terry towels, gloves, hand cleaner, a | fabuloso, terry towels, glvoes, | 29.98 |
| | 5025418 | % fabuloso, terry towels, gloves, hand cleaner, a | fabuloso, terry towels, glvoes, | 24.99 |
| | 5025418 | % fabuloso, terry towels, gloves, hand cleaner, a | fabuloso, terry towels, glvoes, | 29.98 |
| | 5025418 | % fabuloso, terry towels, gloves, hand cleaner, a | fabuloso, terry towels, glvoes, | 9.99 |
| | 5025418 | % fabuloso, terry towels, gloves, hand cleaner, a | fabuloso, terry towels, glvoes, | 5.00 |
| | 6020878 | % sr center: paint and snap blades | bucket, paint, snap blades, sna | 17.37 |
| | 6020878 | % sr center: paint and snap blades | bucket, paint, snap blades, sna | 3.47 |
| | 6020878 | % sr center: paint and snap blades | bucket, paint, snap blades, sna | 13.90 |
| | 6020878 | shop: homer bucket, scrub brushes, and metal sn | bucket, paint, snap blades, sna | 23.12 |
| | 6083106 | pop up sprinklers | pop up sprinklers | 7.07 |
| | 8082906 | toilet bowl brush, ajax cleaner, and air fresheners | toilet bowl brush, ajax cleaner | 46.44 |
| | 8082907 | broom | broom | 11.76 |
| | 8082907 | broom | broom | 11.76 |
| | 9521076 | COVID19: safety glasses | COVID19: safety glasses | 47.50 |
| | | | Total for Check Number 65067: | 625.39 |
| 65068 | MCSHER MAY20PATROL | MCSO Patrol and Per Diem Billing patrol services May 20 | 05/01/2020 patrol services May 20 | 160,947.28 |
| | | | Total for Check Number 65068: | 160,947.28 |
| 65069 | AXA | MONY Life Insurance Company of Americ | 05/01/2020 | |
| | 109408 | life insurance May 20 | life insurance May 20 | 5.23 |
| | 109408 | life insurance May 20 | life insurance May 20 | 6.75 |
| | 109408 | life insurance May 20 | life insurance May 20 | 7.06 |
| | 109408 | life insurance May 20 | life insurance May 20 | 2.62 |
| | 109408 | life insurance May 20 | life insurance May 20 | 0.78 |
| | 109408 | life insurance May 20 | life insurance May 20 | 49.63 |
| | 109408 | life insurance May 20 | life insurance May 20 | 23.52 |
| | 109408 | life insurance May 20 | life insurance May 20 | 0.78 |
| | 109408 | life insurance May 20 | life insurance May 20 | 3.66 |
| | 109408 | life insurance May 20 | life insurance May 20 | 1.04 |
| | 109408 | life insurance May 20 | life insurance May 20 | 12.38 |
| | 109408 | life insurance May 20 | life insurance May 20 | 2.82 |
| | 109408 | life insurance May 20 | life insurance May 20 | 2.82 |
| | 109408 | life insurance May 20 | life insurance May 20 | 4.38 |
| | 109408 | life insurance May 20 | life insurance May 20 | 5.91 |
| | 109408 | life insurance May 20 | life insurance May 20 | 0.52 |
| | 109408 | life insurance May 20 | life insurance May 20 | 4.18 |
| | | | Total for Check Number 65069: | 134.08 |
| 65070 | MYTEK 67331 67331 | Mytek Network Solutions workstation & server management May 20 axcient backup services, appliance rental, and fo | 05/01/2020 server backup and managemei server backup and managemei | 498.75 632.50 |
| | | | Total for Check Number 65070: | 1,131.25 |
| 65071 | NUESTRAS 124 | Nuestra Senora Apts rental assistance CR | 05/01/2020 rental assistance CR | 750.00 |
| | | | Total for Check Number 65071: | 750.00 |
| 65072 | RITEWAY | Rite Way Communications | 05/01/2020 | |

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Check Amount |
|----------|---|---|---|--|
| | | | Total for Check Number 65079: | 30,432.00 |
| 65080 | BOUNDTRE 83609902 | Bound Tree Medical, LLC COVID19: n95 respirators | 05/08/2020 COVID19: n95 respirators | 185.24 |
| | | | Total for Check Number 65080: | 185.24 |
| 65081 | CH 05082020 05082020 | Clearinghouse PR Batch 00808.05.2020 Wage Assignment-CH PR Batch 00808.05.2020 Wage Assignment-CH | 05/08/2020 PR Batch 00808.05.2020 Wag PR Batch 00808.05.2020 Wag | 98.48 104.92 |
| | | | Total for Check Number 65081: | 203.40 |
| 65082 | CLEMENT 03-04758-63233 08-04757-95346 08-04758-11217 13-04758-06593 19-04786-78877 22-04757-35090 22-04760-68174 22-04786-61946 | Clement, Wayne COVID19: face masks (200) COVID19: face masks (200) COVID19: disposable protection shields (200) COVID19: face shields (200) COVID19: safety goggles (12) COVID19: coverall suit w/ hood (10) COVID19: safety goggles (2) COVID19: facemasks (400) | 05/08/2020 COVID19: face masks (200) COVID19: face masks (200) COVID19: disposable protect COVID19: face shields (200) COVID19: safety goggles (12) COVID19: coverall suit w/ ho COVID19: safety goggles (2) COVID19: facemasks (400) | 86.85 126.68 130.90 126.68 46.84 89.65 21.10 308.33 |
| | | | Total for Check Number 65082: | 937.03 |
| 65083 | DELPUEB 04272020 | Del Pueblo Tire Shop joe: repair tire | 05/08/2020 joe: repair tire | 10.00 |
| | | | Total for Check Number 65083: | 10.00 |
| 65084 | GORENTER 5518 | GO Renter rental assistance AW | 05/08/2020 rental assistance AW | 1,000.00 |
| | | | Total for Check Number 65084: | 1,000.00 |
| 65085 | GFFA 05082020 KF | Guadalupe Firefighters Associa PR Batch 00808.05.2020 Kitty Fund | 05/08/2020 PR Batch 00808.05.2020 Kitt | 74.00 |
| | | | Total for Check Number 65085: | 74.00 |
| 65086 | GFFA 05082020 UD | Guadalupe Firefighters Associa PR Batch 00808.05.2020 Union Dues | 05/08/2020 PR Batch 00808.05.2020 Unic | 165.00 |
| | | | Total for Check Number 65086: | 165.00 |
| 65087 | LANGLINE 4816312 | Language Line Services, Inc translation of proposition on ballot | 05/08/2020 translation of proposition on b | 54.00 |
| | | | Total for Check Number 65087: | 54.00 |
| 65088 | NATWIDE 05082020 | Nationwide Retirement Solution PR Batch 00808.05.2020 Nationwide (PEBSCO) | 05/08/2020 PR Batch 00808.05.2020 Nati | 465.00 |
| | | | Total for Check Number 65088: | 465.00 |
| 65089 | NW-ASRS 05082020 | Nationwide Retirement Solutions PR Batch 00808.05.2020 Nationwide ASRS | 05/08/2020 PR Batch 00808.05.2020 Nati | 121.01 |
| | | | Total for Check Number 65089: | 121.01 |
| 65090 | PALS Apr 20 | Pet & Animal Lovers Service dead animal pick up Apr 20 | 05/08/2020 dead animal pick up Apr 20 | 66.50 |

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Check Amount |
|----------|--|--|---|---|
| | | | Total for Check Number 65090: | 66.50 |
| 65091 | PETTYC Apr 20 | Petty Cash Fund, Town Hall certified letter: code enforcement | 05/08/2020 petty cash disbursements Apr | 14.90 |
| | | | Total for Check Number 65091: | 14.90 |
| 65092 | SCHADE R7C176277 R7C176277 R7C176335 R7C176335 | Riviera Finance % milk 4/24 % milk 4/24 % milk 4/29 % milk 4/29 | 05/08/2020 milk 4/24 milk 4/24 milk 4/29 milk 4/29 | 60.02 16.93 16.93 60.02 |
| | | | Total for Check Number 65092: | 153.90 |
| 65093 | SHAMROCK 20376470 20376470 20376470 20376470 20376470 20376470 20376470 20376470 20376470 20376470 20376470 | Shamrock Foods Company % craberry juice, american cheese slices, sour cr % craberry juice, american cheese slices, sour cr % trash bags and mop heads % trash bags and mop heads % trash bags and mop heads % cutlery and lids % cutlery and lids % cutlery and lids % COVID19: foam containers & gloves % COVID19: foam containers & gloves % COVID19: foam containers & gloves | 05/08/2020 kitchen, janitorial, and food pi kitchen, janitorial, and food pi kitchen, janitorial, and food pi kitchen, janitorial, and food pi kitchen, janitorial, and food pi kitchen, janitorial, and food pi kitchen, janitorial, and food pi kitchen, janitorial, and food pi kitchen, janitorial, and food pi kitchen, janitorial, and food pi kitchen, janitorial, and food pi | 815.14 229.91 32.03 8.48 53.71 25.73 23.11 3.68 24.07 21.61 3.44 |
| | | | Total for Check Number 65093: | 1,240.91 |
| 65094 | SSA 05082020 | Social Security Administration PR Batch 00808.05.2020 Garnishment-SSA | 05/08/2020 PR Batch 00808.05.2020 Garn | 141.21 |
| | | | Total for Check Number 65094: | 141.21 |
| 65095 | SUNSHINE 8792 8792 8792 8792 8792 8792 8792 8792 8792 8792 8792 8792 8792 8792 8792 | Sunshine Pest Control extermination services May 20 Maint yd extermination services May 20 TH extermination services May 20 Headstart outside extermination services May 20 Headstart inside extermination services May 20 Fire extermination services May 20 Stott/Biehn park extermination services May 20 library extermination services May 20 %sr center extermination services May 20 %sr center extermination services May 20 %sr center extermination services May 20 CAP extermination services May 20 straw bale house extermination services May 20 block house extermination services May 20 mercado | 05/08/2020 extermination services May 21 extermination services May 21 extermination services May 21 extermination services May 21 extermination services May 21 extermination services May 21 extermination services May 21 extermination services May 21 extermination services May 21 extermination services May 21 extermination services May 21 extermination services May 21 extermination services May 21 extermination services May 21 extermination services May 21 | 118.62 60.00 50.00 13.29 26.80 50.00 25.70 5.19 5.19 5.19 70.02 50.00 50.00 135.00 |
| | | | Total for Check Number 65095: | 665.00 |
| 65096 | TEWBILLS 04302020 05052020 | Tempe, City of (Resident) water bills collected 4/30 water bills collected 5/5 | 05/08/2020 water bills collected 4/30 water bills collected 5/5 | 51.17 9.38 |
| | | | Total for Check Number 65096: | 60.55 |
| 65097 | TEPEYAC 04292020 | Tepeyac Graphics shirts for maint | 05/08/2020 shirts for maint | 19.46 |

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Check Amount |
|-------------------------------|---|--|--|---|
| | 04292020 | shirts for maint | shirts for maint | 19.46 |
| | 04292020 | shirts for maint | shirts for maint | 58.37 |
| Total for Check Number 65097: | | | | 97.29 |
| 65098 | UNSITE 114-10258490 | United Site Services port a potty May 20 | 05/08/2020 port a potty May 20 | 166.71 |
| Total for Check Number 65098: | | | | 166.71 |
| 65099 | WAXIE 79109256 79124815 79130032 | Waxie Sanitary Supply COVID19: spray bottles trash bags for shredder COVID19: hospital surface spray | 05/08/2020 COVID19: spray bottles trash bags for shredder COVID19: hospital surface sp | 8.97 32.98 201.05 |
| Total for Check Number 65099: | | | | 243.00 |
| 65100 | BOUNDTRE 83612930 83612930 83614567 | Bound Tree Medical, LLC rolled gauze lifepak bateries COVID19: n95 masks (2 boxes) | 05/15/2020 rolled gauze and lifepak batter rolled gauze and lifepak batter COVID19: n95 masks (2 boxe | 112.46 1,257.40 61.74 |
| Total for Check Number 65100: | | | | 1,431.60 |
| 65101 | BUELNAFR 5636 | Buelna, Francisco rental assistance RG | 05/15/2020 rental assistance RG | 950.00 |
| Total for Check Number 65101: | | | | 950.00 |
| 65102 | CNTRLINE 00088687 | Centerline Supply West Inc speed bump striping: white paint and glass beads | 05/15/2020 speed bump striping: white pa | 228.06 |
| Total for Check Number 65102: | | | | 228.06 |
| 65103 | FAITH 1063207-2018 1063207-2018 1063207-2018 1063207-2018 1063207-2018 1063207-2018 | Faith,Ledyard, Faith general attorney services Apr 20 TH general attorney services Apr 20 Court general attorney services Apr 20 office general attorney services Apr 20 % sr center general attorney services Apr 20 % sr center general attorney services Apr 20 % sr center | 05/15/2020 general attorney services Apr general attorney services Apr general attorney services Apr general attorney services Apr general attorney services Apr general attorney services Apr | 3,920.00 2,731.00 3.20 33.33 33.33 33.34 |
| Total for Check Number 65103: | | | | 6,754.20 |
| 65104 | GUADBN 9431 | Guadalupe Barrio Nuevo rental assistance NV | 05/15/2020 rental assistance NV | 200.00 |
| Total for Check Number 65104: | | | | 200.00 |
| 65105 | JEFFERYE 003 003 003 003 003 003 | Jeffery, Eric L judicial services 2/14 judicial services 4/22 judicial services 4/27 judicial services 05/04 judicial services 05/05 judicial services 05/06 | 05/15/2020 judicial services Feb-May 20 judicial services Feb-May 20 judicial services Feb-May 20 judicial services Feb-May 20 judicial services Feb-May 20 judicial services Feb-May 20 | 165.00 55.00 110.00 330.00 330.00 165.00 |
| Total for Check Number 65105: | | | | 1,155.00 |
| 65106 | KLEES 2637 | Klee's Climate Control San Diego Bay: flip breaker | 05/15/2020 San Diego Bay: flip breaker | 65.00 |

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Check Amount |
|----------|---|---|---|---|
| | | | Total for Check Number 65106: | 65.00 |
| 65107 | LANGLINE 4809659 | Language Line Services, Inc interpretation services Apr 20 | 05/15/2020 interpretation services Apr 20 | 307.39 |
| | | | Total for Check Number 65107: | 307.39 |
| 65108 | MCRECORE 20200394043 | Maricopa Co Recorder's Office Garcia lien release | 05/15/2020 Garcia lien release | 15.00 |
| | | | Total for Check Number 65108: | 15.00 |
| 65109 | MEZQUITA 05302020 | Mezquita, Claudia refund security deposit 5/30 event cancelled | 05/15/2020 refund security deposit 5/30 e | 175.00 |
| | | | Total for Check Number 65109: | 175.00 |
| 65110 | MYTEK 67370 | Mytek Network Solutions balance of purchase: laptop | 05/15/2020 balance of purchase: laptop | 1,406.93 |
| | | | Total for Check Number 65110: | 1,406.93 |
| 65111 | NATFIRE A-211981 A-211981 A-211981 | National Fire Control % installaion of new smoke detectors % installaion of new smoke detectors % installaion of new smoke detectors | 05/15/2020 installaion of new smoke dete installaion of new smoke dete installaion of new smoke dete | 696.03 174.00 870.04 |
| | | | Total for Check Number 65111: | 1,740.07 |
| 65112 | NUESTRAS 313 | Nuestra Senora Apts rental assistance MP | 05/15/2020 rental assistance MP | 1,200.00 |
| | | | Total for Check Number 65112: | 1,200.00 |
| 65113 | OFFDEPOT 467188150001 478667237001 478667398001 | Office Depot ball point pens and dr grip pens freezer thermometer stapler, lettering tape, packing tape, and post its | 05/15/2020 ball point pens and dr grip per freezer thermometer stapler, lettering tape, packing | 27.76 21.70 101.27 |
| | | | Total for Check Number 65113: | 150.73 |
| 65114 | RICOH 5059477603 5059477603 | Ricoh USA, Inc copy machine maint May 20 copy overages Apr 20 | 05/15/2020 copy overages Apr 20 & copy copy overages Apr 20 & copy | 44.75 194.89 |
| | | | Total for Check Number 65114: | 239.64 |
| 65115 | RAD 0003039465 0003039465 0003039465 0003039465 | Right Away Disposal trash service Apr 20 trash service Apr 20 extra container/delivery trash service Apr 20 recycle service fee trash service Apr 20 exchange fee | 05/15/2020 trash service Apr 20 trash service Apr 20 trash service Apr 20 trash service Apr 20 | 21,456.04 4,864.00 1,027.14 2,430.07 |
| | | | Total for Check Number 65115: | 29,777.25 |
| 65116 | SCHADE R7C176510 R7C176510 | Riviera Finance % milk % milk | 05/15/2020 milk milk | 16.93 60.02 |
| | | | Total for Check Number 65116: | 76.95 |
| 65117 | SRP999 | Salt River Project | 05/15/2020 | |

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Check Amount |
|-------------------------------|-------------------------|---|----------------------------------|--------------|
| | 407-057-001 | utility assistance SN | utility assistance SN | 640.00 |
| | 549-417-003 | utility assistance NV | utility assistance NV | 150.00 |
| Total for Check Number 65117: | | | | 790.00 |
| 65118 | SHAMROCK | Shamrock Foods Company | 05/15/2020 | |
| | 20397083 | % magnetic knife holder, knife set, and frying pa | % magnetic knife holder, knif | 206.69 |
| | 20397083 | % magnetic knife holder, knife set, and frying pa | % magnetic knife holder, knif | 51.67 |
| | 20397083 | % magnetic knife holder, knife set, and frying pa | % magnetic knife holder, knif | 258.36 |
| | 20397084 | COVID19: masks | COVID19: masks | 19.08 |
| | 20397084 | COVID19: masks | COVID19: masks | 3.03 |
| | 20397084 | COVID19: masks | COVID19: masks | 21.25 |
| | 20397085 | % COVID19: t-shirt bags, storage bags, foam co | food, kitchen, and janitorial su | 55.24 |
| | 20397085 | % COVID19: t-shirt bags, storage bags, foam co | food, kitchen, and janitorial su | 7.89 |
| | 20397085 | % COVID19: t-shirt bags, storage bags, foam co | food, kitchen, and janitorial su | 49.60 |
| | 20397085 | % t-shirt bags, kitchen cutlery, hair nets, and wip | food, kitchen, and janitorial su | 8.20 |
| | 20397085 | % pinto beans, parmesan cheese, fruit for salad, 1 | food, kitchen, and janitorial su | 728.79 |
| | 20397085 | % pinto beans, parmesan cheese, fruit for salad, 1 | food, kitchen, and janitorial su | 205.55 |
| | 20397085 | % pine sol | food, kitchen, and janitorial su | 10.16 |
| | 20397085 | % pine sol | food, kitchen, and janitorial su | 2.69 |
| | 20397085 | % pine sol | food, kitchen, and janitorial su | 17.03 |
| | 20397085 | % t-shirt bags, kitchen cutlery, hair nets, and wip | food, kitchen, and janitorial su | 57.40 |
| | 20397085 | % t-shirt bags, kitchen cutlery, hair nets, and wip | food, kitchen, and janitorial su | 51.55 |
| | 20397086 | % COVID19: cranberry juice | cranberry juice & sour cream | 16.01 |
| | 20397086 | % cranberry juice & sour cream | cranberry juice & sour cream | 9.27 |
| | 20397086 | % cranberry juice & sour cream | cranberry juice & sour cream | 32.86 |
| | 20397086 | % COVID19: cranberry juice | cranberry juice & sour cream | 4.52 |
| Total for Check Number 65118: | | | | 1,816.84 |
| 65119 | SIMSBS | Sims Business Systems | 05/15/2020 | |
| | 158229 | copy machine maint Apr - Jul 20 | copy machine maint Apr - Jul | 86.48 |
| | 159424 | copy overages Apr 20 | copy overages Apr 20 | 35.59 |
| Total for Check Number 65119: | | | | 122.07 |
| 65120 | SWGAS99 | Southwest Gas Corporation | 05/15/2020 | |
| | 421-0267337-022 | utility assistance NV | utility assistance NV | 100.00 |
| Total for Check Number 65120: | | | | 100.00 |
| 65121 | TE9999 | Tempe, City of | 05/15/2020 | |
| | 3654200000 | utility assistance RT | utility assistance RT | 640.00 |
| Total for Check Number 65121: | | | | 640.00 |
| 65122 | TEWBILLS | Tempe, City of (Resident) | 05/15/2020 | |
| | 05122020 | water bills collected 5/12 | water bills collected 5/12 | 607.37 |
| | 05132020 | water bills collected 5/13 | water bills collected 5/13 | 130.95 |
| Total for Check Number 65122: | | | | 738.32 |
| 65123 | USBANK | US Bank Nat'l Assoc 94479021 | 05/15/2020 | |
| | 5716899 | administration fees | administration fees | 450.00 |
| Total for Check Number 65123: | | | | 450.00 |
| 65124 | WAXIE | Waxie Sanitary Supply | 05/15/2020 | |
| | 79141929 | toilet seat covers | toilet seat covers | 36.54 |
| Total for Check Number 65124: | | | | 36.54 |

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Check Amount |
|-------------------------------|--|---|--|---------------------------------------|
| 65125 | AMLEGALP 359 | American Legal Publishing Corp 2020 s-1 supplement pages | 05/22/2020 2020 s-1 supplement pages | 3,720.00 |
| Total for Check Number 65125: | | | | 3,720.00 |
| 65126 | BOUNDTRE 83620553 83622556 83622557 83624663 | Bound Tree Medical, LLC battery for life paks COVID19: N95 masks (200) electrodes and alcohol prep pads COVID19: n95 masks (40) | 05/22/2020 battery for life paks COVID19: N95 masks (200) electrodes and alcohol prep pads COVID19: n95 masks (40) | 1,257.40 308.73 367.04 61.74 |
| Total for Check Number 65126: | | | | 1,994.91 |
| 65127 | CASTORCA 09272019 | Castorena, Cachi avenida de arte: security & crowd control 9/27 4. | 05/22/2020 avenida de arte: security & cr | 225.00 |
| Total for Check Number 65127: | | | | 225.00 |
| 65128 | CNTRLINE 00088733 | Centerline Supply West Inc rental of striper | 05/22/2020 rental of striper | 146.61 |
| Total for Check Number 65128: | | | | 146.61 |
| 65129 | CHANMED Mar 20 | Chandler Regional Medical Center pharmacy charges Mar 20 | 05/22/2020 pharmacy charges Mar 20 | 8.88 |
| Total for Check Number 65129: | | | | 8.88 |
| 65130 | CH 05222020 05222020 | Clearinghouse PR Batch 00822.05.2020 Wage Assignment-CH PR Batch 00822.05.2020 Wage Assignment-CH | 05/22/2020 PR Batch 00822.05.2020 Wag PR Batch 00822.05.2020 Wag | 86.23 93.84 |
| Total for Check Number 65130: | | | | 180.07 |
| 65131 | COMMTIRE 8057589 | Community Tire Pros & Auto Repair eone: new tires | 05/22/2020 eone: new tires | 3,917.06 |
| Total for Check Number 65131: | | | | 3,917.06 |
| 65132 | FUERTE 05202020 | Fuerte, Esteban final payment for semester | 05/22/2020 final payment for semester | 800.00 |
| Total for Check Number 65132: | | | | 800.00 |
| 65133 | GUADBN 5803 | Guadalupe Barrio Nuevo rental assistance CV | 05/22/2020 rental assistance CV | 1,500.00 |
| Total for Check Number 65133: | | | | 1,500.00 |
| 65134 | GFFA 05222020 KF | Guadalupe Firefighters Associa PR Batch 00822.05.2020 Kitty Fund | 05/22/2020 PR Batch 00822.05.2020 Kitt | 88.00 |
| Total for Check Number 65134: | | | | 88.00 |
| 65135 | GFFA 05222020 UD | Guadalupe Firefighters Associa PR Batch 00822.05.2020 Union Dues | 05/22/2020 PR Batch 00822.05.2020 Unic | 165.00 |
| Total for Check Number 65135: | | | | 165.00 |
| 65136 | MCHOUSIN 9242 | Housing Authority of Maricopa County rental assistance LC | 05/22/2020 rental assistance LC | 500.00 |

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Check Amount |
|----------|--|---|---|----------------------------|
| | | | Total for Check Number 65136: | 500.00 |
| 65137 | LUNAT 05182020 | Luna, Tony traffic control 5/18 for restriping Guadalupe & A | 05/22/2020 traffic control 5/18 for restripi | 450.00 |
| | | | Total for Check Number 65137: | 450.00 |
| 65138 | NATWIDE 05222020 | Nationwide Retirement Solution PR Batch 00822.05.2020 Nationwide (PEBSCO) | 05/22/2020 PR Batch 00822.05.2020 Nati | 465.00 |
| | | | Total for Check Number 65138: | 465.00 |
| 65139 | NW-ASRS 05222020 | Nationwide Retirement Solutions PR Batch 00822.05.2020 Nationwide ASRS | 05/22/2020 PR Batch 00822.05.2020 Nati | 121.01 |
| | | | Total for Check Number 65139: | 121.01 |
| 65140 | NUESTRAS 107 214 303 | Nuestra Senora Apts rental assistance LJ rental assistance EK rental assistance AR | 05/22/2020 rental assistance LJ rental assistance EK rental assistance AR | 700.00 700.00 750.00 |
| | | | Total for Check Number 65140: | 2,150.00 |
| 65141 | OLIVER 87815 87815 87815 | Oliver Pkg & Equipment Co % trays % trays % trays | 05/22/2020 % trays % trays % trays | 234.77 37.35 261.44 |
| | | | Total for Check Number 65141: | 533.56 |
| 65142 | PYTHOUSE 6514 | Pascua Yaqui Tribe Housing Dept rental assistance ME | 05/22/2020 rental assistance ME | 700.00 |
| | | | Total for Check Number 65142: | 700.00 |
| 65143 | REYESARN 05152020 | Reyes, Arnold vaou nawi basin: wall repair | 05/22/2020 vaou nawi basin: wall repair | 350.00 |
| | | | Total for Check Number 65143: | 350.00 |
| 65144 | SSA 05222020 | Social Security Administration PR Batch 00822.05.2020 Garnishment-SSA | 05/22/2020 PR Batch 00822.05.2020 Garr | 139.28 |
| | | | Total for Check Number 65144: | 139.28 |
| 65145 | STAPLEBA 3447024679 3447024679 3447024679 | Staples Contract & Commercial, Inc cardstock toner pencils and cable ties | 05/22/2020 pencils, cable ties, cardstock, ; pencils, cable ties, cardstock, ; pencils, cable ties, cardstock, ; | 7.08 40.08 15.66 |
| | | | Total for Check Number 65145: | 62.82 |
| 65146 | BRATTA 05192020 | Bratt, Aaron graduation parade: traffic control 5/19 | 05/29/2020 graduation parade: traffic cont | 200.00 |
| | | | Total for Check Number 65146: | 200.00 |
| 65147 | CASTORCA 05192020 05222020 | Castorena, Cachi graduation parade: traffic control 5/19 off duty 5/22 graduation parties | 05/29/2020 graduation parade: traffic cont off duty 5/22 graduation parties | 200.00 200.00 |

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Check Amount |
|----------|--|--|---|---|
| | | | Total for Check Number 65147: | 400.00 |
| 65148 | CINTAS 5017350822 5017350822 5017350822 5017350822 5017350822 | Cintas Corporation refill first aid cabinet May 20 % sr center refill first aid cabinet May 20 % sr center refill first aid cabinet May 20 % sr center refill first aid cabinet May 20 CAP refill first aid cabinet May 20 TH | 05/29/2020 refill first aid cabinet May 20 refill first aid cabinet May 20 refill first aid cabinet May 20 refill first aid cabinet May 20 refill first aid cabinet May 20 | 61.82 55.51 8.84 187.29 31.80 |
| | | | Total for Check Number 65148: | 345.26 |
| 65149 | DAILYJOU A3363326 A3365034 | Daily Journal Corporation advertising resolution R2020.13 advertising Ordinance O2020.22 | 05/29/2020 advertising resolution R2020. advertising Ordinance O2020. | 1.91 2.11 |
| | | | Total for Check Number 65149: | 4.02 |
| 65150 | ELIZARRA 05222020 | Elizarraras, Irving off duty 5/22 graduation parties | 05/29/2020 off duty 5/22 graduation parti | 200.00 |
| | | | Total for Check Number 65150: | 200.00 |
| 65151 | GUADBN 9432 | Guadalupe Barrio Nuevo rental assistance RA | 05/29/2020 rental assistance RA | 1,644.00 |
| | | | Total for Check Number 65151: | 1,644.00 |
| 65152 | LIQUID SVC0749252 SVC0749252 | Liquid Environmental Solutions of AZ, LLC % grease trap disposal 5/18 % grease trap disposal 5/18 | 05/29/2020 % grease trap disposal 5/18 % grease trap disposal 5/18 | 30.23 30.22 |
| | | | Total for Check Number 65152: | 60.45 |
| 65153 | PICKERIN 05192020 | Pickering, Joshua graduation parade: traffic control 5/19 | 05/29/2020 graduation parade: traffic cont | 200.00 |
| | | | Total for Check Number 65153: | 200.00 |
| 65154 | PLUMBING 88583 | Plumbing Masters LLC repair @ alley on calle iglesia & maravilla | 05/29/2020 repair @ alley on calle iglesia | 15,819.00 |
| | | | Total for Check Number 65154: | 15,819.00 |
| 65155 | SCHADE R7C176443 R7C176443 R7C176599 R7C176599 | Riviera Finance % milk 5/7 % milk 5/7 % milk 5/20 % milk 5/20 | 05/29/2020 milk 5/7 milk 5/7 milk 5/20 milk 5/20 | 20.78 56.17 20.78 56.17 |
| | | | Total for Check Number 65155: | 153.90 |
| 65156 | RUTLEDGE 05222020 | Rutledge, Adam off duty 5/22 graduation parties | 05/29/2020 off duty 5/22 graduation parti | 200.00 |
| | | | Total for Check Number 65156: | 200.00 |
| 65157 | SANDVERO 05192020 | Sandoval, Veronica Marisol graduation parade: traffic control 5/19 | 05/29/2020 graduation parade: traffic cont | 200.00 |
| | | | Total for Check Number 65157: | 200.00 |
| 65158 | SONORAQ | Sonora Quest | 05/29/2020 | |

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Check Amount |
|-------------------------------|--|---|--|---|
| | 700111001029113 | needle stick lab work RJ 10.21.19 | needle stick lab work RJ 10.2 | 495.58 |
| Total for Check Number 65158: | | | | 495.58 |
| 65159 | STAPLES 3447379770 3447379776 | Staples Business Advantage magnets ethernet cables | 05/29/2020 magnets ethernet cables | 21.21 42.85 |
| Total for Check Number 65159: | | | | 64.06 |
| 65160 | TCI 34724 34724 34724 34724 34724 34724 34724 34795 34795 34795 34795 34795 34795 34795 | TCI Security alarm monitoring Apr 20 alarm monitoring Apr 20 alarm monitoring Apr 20 alarm monitoring Apr 20 alarm monitoring Apr 20 alarm monitoring Apr 20 alarm monitoring Apr 20 alarm monitoring May 20 alarm monitoring May 20 alarm monitoring May 20 alarm monitoring May 20 alarm monitoring May 20 alarm monitoring May 20 alarm monitoring May 20 | 05/29/2020 alarm monitoring Apr 20 alarm monitoring Apr 20 alarm monitoring Apr 20 alarm monitoring Apr 20 alarm monitoring Apr 20 alarm monitoring Apr 20 alarm monitoring Apr 20 alarm monitoring May 20 alarm monitoring May 20 alarm monitoring May 20 alarm monitoring May 20 alarm monitoring May 20 alarm monitoring May 20 alarm monitoring May 20 | 8.95 14.28 8.95 8.95 24.28 67.12 8.95 8.95 8.95 67.12 24.28 14.28 |
| Total for Check Number 65160: | | | | 265.06 |
| 65161 | FOLKLOR 02082020 | Vacaneri, Frances Dia de Guadalupe: ballet folklorico performance | 05/29/2020 Dia de Guadalupe: ballet folklorico performance | 150.00 |
| Total for Check Number 65161: | | | | 150.00 |
| 65162 | WAXIE 79187685 79187714 | Waxie Sanitary Supply COVID19: hand sanitizer hand soap | 05/29/2020 COVID19: hand sanitizer hand soap | 36.88 62.98 |
| Total for Check Number 65162: | | | | 99.86 |
| 65163 | WESTTECH 21800208 | Western Technologies Old Town Hall: comprehensive NESHAP asbest | 05/29/2020 Old Town Hall: comprehensive | 3,540.00 |
| Total for Check Number 65163: | | | | 3,540.00 |
| 5202001 | ALLSTREA 16791595 | Allstream local telephone service Apr 20 | 05/31/2020 local telephone service Apr 20 | 81.45 79.12 54.29 81.44 13.57 44.04 13.66 41.08 13.85 16.59 27.15 27.15 71.65 27.15 95.02 295.81 8.71 |

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Check Amount |
|----------|---|---|---|-----------------------------------|
| | | | Total for Check Number 5202001: | 991.73 |
| 5202002 | AZDOR Apr 20 | AZ Department of Revenue mercado sales tax Apr 20 | 05/31/2020 mercado sales tax Apr 20 | 141.67 |
| | | | Total for Check Number 5202002: | 141.67 |
| 5202003 | AZSRS | AZ State Retirement System | 05/31/2020 | |
| | 05082020 | PR Batch 00808.05.2020 Long Term Disability | PR Batch 00808.05.2020 Reti | 43.99 |
| | 05082020 | PR Batch 00808.05.2020 Long Term Disability I | PR Batch 00808.05.2020 Reti | 43.99 |
| | 05082020 | PR Batch 00808.05.2020 Retirement-ASRS | PR Batch 00808.05.2020 Reti | 3,090.14 |
| | 05082020 | PR Batch 00808.05.2020 Retirement-ASRS-Emj | PR Batch 00808.05.2020 Reti | 3,090.14 |
| | 05082020 | PR Batch 00808.05.2020 Alternate Contribution | PR Batch 00808.05.2020 Reti | 539.87 |
| | 05222020 | PR Batch 00822.05.2020 Alternate Contribution | PR Batch 00822.05.2020 Reti | 546.79 |
| | 05222020 | PR Batch 00822.05.2020 Long Term Disability | PR Batch 00822.05.2020 Reti | 43.84 |
| | 05222020 | PR Batch 00822.05.2020 Long Term Disability 2 | PR Batch 00822.05.2020 Reti | 0.57 |
| | 05222020 | PR Batch 00822.05.2020 Long Term Disability I | PR Batch 00822.05.2020 Reti | 43.84 |
| | 05222020 | PR Batch 00822.05.2020 Long Term Disability 1 | PR Batch 00822.05.2020 Reti | 0.57 |
| | 05222020 | PR Batch 00822.05.2020 Retirement-ASRS | PR Batch 00822.05.2020 Reti | 3,079.98 |
| | 05222020 | PR Batch 00822.05.2020 Retirement-20/20 ASR | PR Batch 00822.05.2020 Reti | 40.12 |
| | 05222020 | PR Batch 00822.05.2020 Retirement-ASRS-Emj | PR Batch 00822.05.2020 Reti | 3,079.98 |
| | 05222020 | PR Batch 00822.05.2020 Retirement-20/20 ASR | PR Batch 00822.05.2020 Reti | 40.12 |
| | | | Total for Check Number 5202003: | 13,683.94 |
| 5202004 | BLUECBS | Blue Cross/Blue Shield of AZ | 05/31/2020 | |
| | May 20 | health insurance May 20 | health insurance May 20 | 418.80 |
| | May 20 | health insurance May 20 | health insurance May 20 | 121.03 |
| | May 20 | health insurance May 20 | health insurance May 20 | 3,514.77 |
| | May 20 | health insurance May 20 | health insurance May 20 | 1,815.39 |
| | May 20 | health insurance May 20 | health insurance May 20 | 121.03 |
| | May 20 | health insurance May 20 | health insurance May 20 | 564.78 |
| | May 20 | health insurance May 20 | health insurance May 20 | 167.51 |
| | May 20 | health insurance May 20 | health insurance May 20 | 2,027.98 |
| | May 20 | health insurance May 20 | health insurance May 20 | 444.00 |
| | May 20 | health insurance May 20 | health insurance May 20 | 442.46 |
| | May 20 | health insurance May 20 | health insurance May 20 | 689.13 |
| | May 20 | health insurance May 20 | health insurance May 20 | 911.73 |
| | May 20 | health insurance May 20 | health insurance May 20 | 83.76 |
| | May 20 | health insurance May 20 | health insurance May 20 | 906.80 |
| | May 20 | health insurance May 20 ee dep | health insurance May 20 | 1,278.60 |
| | May 20 | health insurance May 20 ee | health insurance May 20 | 233.34 |
| | May 20 | health insurance May 20 | health insurance May 20 | 806.84 |
| | May 20 | health insurance May 20 | health insurance May 20 | 1,689.96 |
| | May 20 | health insurance May 20 | health insurance May 20 | 1,112.00 |
| | | | Total for Check Number 5202004: | 17,349.91 |
| 5202005 | CENTURY Apr 20 FF Apr 20 TH | Centurylink dedicated line Apr 20 FF alarm pad Apr 20 TH | 05/31/2020 dedicated line Apr 20 FF alarm pad Apr 20 TH | 85.29 56.72 |
| | | | Total for Check Number 5202005: | 142.01 |
| 5202006 | CHASE Apr 20 BC Apr 20 CT1 Apr 20 CT2 Apr 20 TH | Chase Bank bank charges Apr 20 credit card machine fees Apr 20 CT1 credit card machine fees Apr 20 CT2 credit card machine fees Apr 20 TH | 05/31/2020 bank charges Apr 20 credit card machine fees Apr 2 credit card machine fees Apr 2 credit card machine fees Apr 2 | 183.99 35.42 47.78 47.66 |

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Check Amount |
|----------|-------------------------|--|---------------------------------|--------------|
| | | | Total for Check Number 5202006: | 314.85 |
| 5202007 | CHASEMC | Chase Card Services | 05/31/2020 | |
| | Apr 20 | toilet paper | credit card purchases Apr 20 | 648.34 |
| | Apr 20 | membership renewal TOG Costco | credit card purchases Apr 20 | 64.86 |
| | Apr 20 | membership renewal staff Costco | credit card purchases Apr 20 | 324.30 |
| | Apr 20 | office delivery of water Mar 20 | credit card purchases Apr 20 | 10.55 |
| | Apr 20 | alarm monitoring Apr 20 | credit card purchases Apr 20 | 32.00 |
| | Apr 20 | COVID19: fabric for facemasks | credit card purchases Apr 20 | 62.37 |
| | Apr 20 | water | credit card purchases Apr 20 | 6.09 |
| | Apr 20 | trash bags, vinegar, water, and clr cleaner | credit card purchases Apr 20 | 24.88 |
| | Apr 20 | COVID19: hand sanitizing wipes, ear thermomet | credit card purchases Apr 20 | 1,191.28 |
| | Apr 20 | service call to snake urinal and camera line | credit card purchases Apr 20 | 638.95 |
| | Apr 20 | ems bags and heavy duty cases for ipads | credit card purchases Apr 20 | 336.63 |
| | Apr 20 | COVID19: infrared thermometers | credit card purchases Apr 20 | 199.36 |
| | Apr 20 | access to secure email | credit card purchases Apr 20 | 6.38 |
| | Apr 20 | backhoe repair: lock, snap ring, pin fastener, and | credit card purchases Apr 20 | 396.01 |
| | Apr 20 | flowers and card | credit card purchases Apr 20 | 48.85 |
| | Apr 20 | olives, lettuce, tomatoes, bbq sauce, gelatin, and | credit card purchases Apr 20 | 27.58 |
| | Apr 20 | olives, lettuce, tomatoes, bbq sauce, gelatin, and | credit card purchases Apr 20 | 7.79 |
| | Apr 20 | janitorial: mr. clean magic eraser & simple green | credit card purchases Apr 20 | 20.50 |
| | Apr 20 | sm tools: bottom loading water cooler | credit card purchases Apr 20 | 181.87 |
| | Apr 20 | office: HDMI extender & gel pens | credit card purchases Apr 20 | 60.06 |
| | Apr 20 | COVID19: face masks | credit card purchases Apr 20 | 204.85 |
| | Apr 20 | bridge phone for conference calls | credit card purchases Apr 20 | 941.17 |
| | | | Total for Check Number 5202007: | 5,434.67 |
| 5202008 | COX | Cox Communications, Inc | 05/31/2020 | |
| | FF May 20 | tv & internet service FF May 20 | tv & internet service FF May 20 | 132.81 |
| | SC May 20 | tv service SC May 20 | tv service SC May 20 | 31.10 |
| | TH May 20 | internet service TH May 20 | internet service TH May 20 | 143.00 |
| | | | Total for Check Number 5202008: | 306.91 |
| 5202009 | GENUINE | Genuine Parts Co | 05/31/2020 | |
| | 4851-059424 | narciso: battery warranty adjustment | battery warranty adjustment, t | 35.94 |
| | 4851-059424 | shop: transmission fluid, antifreeze, and gloves | battery warranty adjustment, t | 70.85 |
| | 4851-061320 | trailer: battery | trailer: battery | 92.04 |
| | | | Total for Check Number 5202009: | 198.83 |
| 5202010 | METLIFE | Metropolitan Life Ins Co | 05/31/2020 | |
| | May 20 | dental insurance May 20 | dental insurance May 20 | 27.67 |
| | May 20 | dental insurance May 20 | dental insurance May 20 | 36.92 |
| | May 20 | dental insurance May 20 | dental insurance May 20 | 36.75 |
| | May 20 | dental insurance May 20 | dental insurance May 20 | 13.84 |
| | May 20 | dental insurance May 20 | dental insurance May 20 | 4.15 |
| | May 20 | dental insurance May 20 | dental insurance May 20 | 132.28 |
| | May 20 | dental insurance May 20 | dental insurance May 20 | 62.25 |
| | May 20 | dental insurance May 20 | dental insurance May 20 | 4.15 |
| | May 20 | dental insurance May 20 | dental insurance May 20 | 19.38 |
| | May 20 | dental insurance May 20 | dental insurance May 20 | 5.53 |
| | May 20 | dental insurance May 20 | dental insurance May 20 | 71.28 |
| | May 20 | dental insurance May 20 | dental insurance May 20 | 15.52 |
| | May 20 | dental insurance May 20 | dental insurance May 20 | 15.50 |
| | May 20 | dental insurance May 20 | dental insurance May 20 | 23.80 |
| | May 20 | dental insurance May 20 | dental insurance May 20 | 33.55 |
| | May 20 | dental insurance May 20 | dental insurance May 20 | 2.77 |
| | May 20 | dental insurance May 20 | dental insurance May 20 | 24.29 |

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Check Amount |
|---------------------------------|-------------------------|--|-----------------------------|--------------|
| | May 20 | dental insurance May 20 ee dep | dental insurance May 20 | 130.63 |
| Total for Check Number 5202010: | | | | 660.26 |
| 5202011 | PRTAXF | PAYROLL TAXES-FEDERAL | 05/31/2020 | |
| | 05082020 | FICA Tax: 5/8 payroll | federal taxes 5/8 payroll | 7,037.64 |
| | 05082020 | Medicare Tax: 5/8 payroll | federal taxes 5/8 payroll | 1,645.94 |
| | 05082020 | Federal Tax: 5/8 payroll | federal taxes 5/8 payroll | 3,936.94 |
| | 05222020 | FICA Tax: 5/22 payroll | fed taxes 5/22 payroll | 7,540.38 |
| | 05222020 | Medicare Tax: 5/22 payroll | fed taxes 5/22 payroll | 1,763.46 |
| | 05222020 | Federal Tax: 5/22 payroll | fed taxes 5/22 payroll | 3,559.61 |
| Total for Check Number 5202011: | | | | 25,483.97 |
| 5202012 | PRTAXS | PAYROLL TAXES-STATE | 05/31/2020 | |
| | 05082020 | State Tax: 5/8 payroll | state taxes 5/8 payroll | 1,604.00 |
| | 05222020 | State Tax: 5/22 payroll | state taxes: 5/22 payroll | 1,680.52 |
| Total for Check Number 5202012: | | | | 3,284.52 |
| 5202013 | PITBOWSU | Pitney Bowes Inc | 05/31/2020 | |
| | 1015552386 | % postage ink May 20 | postage ink May 20 | 0.85 |
| | 1015552386 | % postage ink May 20 | postage ink May 20 | 36.48 |
| | 1015552386 | % postage ink May 20 | postage ink May 20 | 30.22 |
| | 1015552386 | % postage ink May 20 | postage ink May 20 | 9.49 |
| | 1015552386 | % postage ink May 20 | postage ink May 20 | 4.63 |
| | 1015552386 | % postage ink May 20 | postage ink May 20 | 7.39 |
| Total for Check Number 5202013: | | | | 89.06 |
| 5202014 | PSPRS | Public Safety Personnel Retire | 05/31/2020 | |
| | 05082020 | PR Batch 00808.05.2020 Retirement-PSPRS-Err | PR Batch 00808.05.2020 Reti | 6,443.24 |
| | 05082020 | LESS FIRE INSURANCE PREMIUM TAX CR | PR Batch 00808.05.2020 Reti | -201.64 |
| | 05082020 | PR Batch 00808.05.2020 Retirement-PSPRS | PR Batch 00808.05.2020 Reti | 1,553.35 |
| | 05222020 | PR Batch 00822.05.2020 Retirement-PSPRS-Err | PR Batch 00822.05.2020 Reti | 5,693.26 |
| | 05222020 | LESS FIRE INSURANCE PREMIUM TAX CR | PR Batch 00822.05.2020 Reti | -201.64 |
| | 05222020 | PR Batch 00822.05.2020 Retirement-PSPRS | PR Batch 00822.05.2020 Reti | 1,350.85 |
| Total for Check Number 5202014: | | | | 14,637.42 |
| 5202015 | SRP1277 | Salt River Project | 05/31/2020 | |
| | Apr 20 | utility: electricity Apr 30 mercado security lights | utility: electricity Apr 20 | 237.80 |
| | Apr 20 | utility: electricity Apr 30 fire security lights | utility: electricity Apr 20 | 16.77 |
| | Apr 20 | utility: electricity Apr 30 mercado | utility: electricity Apr 20 | 1,799.17 |
| | Apr 20 | utility: electricity Apr 30 maint yd | utility: electricity Apr 20 | 128.17 |
| | Apr 20 | utility: electricity Apr 30 sewer metering station | utility: electricity Apr 20 | 33.24 |
| | Apr 20 | utility: electricity Apr 30 ret basin @ guadalupe | utility: electricity Apr 20 | 32.39 |
| | Apr 20 | utility: electricity Apr 30 street lights | utility: electricity Apr 20 | 271.02 |
| | Apr 20 | utility: electricity Apr 30 biehn park lights | utility: electricity Apr 20 | 604.07 |
| | Apr 20 | utility: electricity Apr 20 stott park | utility: electricity Apr 20 | 462.71 |
| | Apr 20 | utility: electricity Apr 20 straw bale house maint | utility: electricity Apr 20 | 49.23 |
| | Apr 20 | utility: electricity Apr 20 stott park restrooms | utility: electricity Apr 20 | 38.66 |
| | Apr 20 | utility: electricity Apr 20 biehn park restrooms | utility: electricity Apr 20 | 32.56 |
| | Apr 20 | utility: electricity Apr 20 sprinklers @ street | utility: electricity Apr 20 | 31.80 |
| | Apr 20 | utility: electricity Apr 20 marquee | utility: electricity Apr 20 | 84.43 |
| | Apr 20 | utility: electricity Apr 20 cemetery | utility: electricity Apr 20 | 31.81 |
| | Apr 20 | utility: electricity Apr 20 biehn park security/stre | utility: electricity Apr 20 | 245.23 |
| | Apr 20 | utility: electricity Apr 20 fire dept | utility: electricity Apr 20 | 290.01 |
| | Apr 20 | utility: electricity Apr 20 %sr center | utility: electricity Apr 20 | 131.99 |
| | Apr 20 | utility: electricity Apr 20 %sr center | utility: electricity Apr 20 | 32.99 |
| | Apr 20 | utility: electricity Apr 20 %sr center | utility: electricity Apr 20 | 164.97 |

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Check Amount |
|----------|-------------------------|---------------------------------------|---------------------------------|--------------|
| | | | Total for Check Number 5202018: | 3,978.14 |
| 5202019 | VERIZON | Verizon Wireless | 05/31/2020 | |
| | 9851893489 | marquee data usage Mar 20 | ell phone usage Mar 20 | 38.01 |
| | 9851893489 | maint cell phone usage Mar 20 | ell phone usage Mar 20 | 102.97 |
| | 9851893489 | court cell phone usage Mar 20 | ell phone usage Mar 20 | 61.64 |
| | 9851893489 | court cell phone case & screen Mar 20 | ell phone usage Mar 20 | 49.61 |
| | 9853952551 adj | credit adjustment Apr 20 | credit adjustment Apr 20 | -50.00 |
| | | | Total for Check Number 5202019: | 202.23 |
| 5202020 | WEX | WEX Bank | 05/31/2020 | |
| | 65287785 | gas expenses Apr 20 Fire | gas expenses Apr 20 | 722.27 |
| | 65287785 | gas expenses Apr 20 Maint | gas expenses Apr 20 | 594.15 |
| | 65287785 | gas expenses Apr 20 % sr center @ 25% | gas expenses Apr 20 | 5.57 |
| | 65287785 | gas expenses Apr 20 % sr center @ 75% | gas expenses Apr 20 | 16.74 |
| | 65287785 | rebate Apr 20 | gas expenses Apr 20 | -5.33 |
| | 65287785 | gas expenses Apr 20 CAP | gas expenses Apr 20 | 42.45 |
| | | | Total for Check Number 5202020: | 1,375.85 |
| | | | Report Total (122 checks): | 419,018.91 |