



## NOTICE OF REGULAR MEETING OF THE TOWN OF GUADALUPE COUNCIL

AUGUST 9, 2018

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 Town of Guadalupe Council will hold a meeting, open to the public, on Thursday, August 9, 2018, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Guadalupe, Arizona, in the Council Chambers.

Valerie Molina  
Mayor

Anita Cota  
Vice Mayor

Gloria Cota  
Councilmember

Elvira Osuna  
Councilmember

Joe Sanchez  
Councilmember

Faustino Valenzuela  
Councilmember

Ricardo Vital  
Councilmember

Online agendas and  
results available at  
[www.guadalupeaz.org](http://www.guadalupeaz.org)

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

### AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. INVOCATION/PLEDGE OF ALLEGIANCE

D. APPROVAL OF MINUTES:

1. Approval of the minutes of the Guadalupe Town Council and Pascua Yaqui Tribal Council Joint Meeting held on July 20, 2018.
2. Approval of the minutes of the Guadalupe Town Council Regular Meeting held on July 26, 2018.

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

F. MAYOR and COUNCIL PRESENTATION: None.

G. DISCUSSION AND POSSIBLE ACTION ITEMS:

1. **COX CABLE PRESENTATION:** Representatives from Cox Communications will provide an update on Cox Cable operations and activities.

2. **MARICOPA COUNTY SHERIFF'S OFFICE SILENT WITNESS PRESENTATION:** Council will receive a presentation from representatives from the Maricopa County Sheriff's Office on the Silent Witness program and fiscal year 2018/2019 public safety operations plan; and, the Council may provide direction to the Town Manager.

3. **INTERGOVERNMENTAL AGREEMENT FOR SERVICES BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND THE TOWN OF GUADALUPE (RESOLUTION NO. R2018.18):** Council will consider and may take action to adopt Resolution No. R2018.18. Adoption of Resolution No. R2018.18 authorizes the Town of Guadalupe to enter into an Intergovernmental Agreement for services between Maricopa County administered by its Human Services Department and the Town of Guadalupe for the Guadalupe Street Repavement Project (DG 1804) to repave portions of Calle Maravilla, Calle Sahuaro, Calle Azteca, and Calle Barbarita; and, authorizes the Mayor to execute all documents in furtherance of this agreement. Adoption of this resolution would provide the Town of Guadalupe \$568,780 of U.S. Department of Housing and Urban Development Community Block Grant funds.



Valerie Molina  
Mayor

Anita Cota  
Vice Mayor

Gloria Cota  
Councilmember

Elvira Osuna  
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4. **RESIDENTIAL REFUSE SERVICES POLICY:** Council will review a proposed action plan to revise weekly residential recycling and trash collection services from one recycling day and one trash day per week pick up schedule, to a two trash days per week pick up schedule, and may provide direction to the Town Manager.

5. **GUADALUPE ROAD STORM DRAIN IMPROVEMENT PROJECT UPDATE:** Council will receive an update on the storm drain project, presently under construction, and may provide direction to the Town Manager.

6. **AUGUST 28, 2018 PRIMARY ELECTION LOCATION AND HOURS INFORMATION:** Council will receive an update regarding voting location and hours for the Tuesday, August 28<sup>th</sup>, 2018, Primary Election.

H. TOWN MANAGER'S REPORT

I. COUNCILMEMBERS' COMMENTS

J. ADJOURNMENT



# Minutes

## Guadalupe Town Council and Pascua Yaqui Tribal Council Joint Meeting

### July 20, 2018

Valerie Molina  
Mayor

Anita Cota  
Vice Mayor

Gloria Cota  
Councilmember

Elvira Osuna  
Councilmember

Joe Sanchez  
Councilmember

Faustino Valenzuela  
Councilmember

Ricardo Vital  
Councilmember

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Minutes of the Guadalupe Town Council and Pascua Yaqui Tribal Council Joint Meeting held on Friday, July 20, 2018, at 2:00 P.M., at Guadalupe Town Hall, Council Chambers, 9241 South Avenida del Yaqui, Guadalupe, Arizona.

#### A. CALL TO ORDER

Mayor Molina called the meeting to order at 2:05 P.M.

#### B. INVOCATION/PLEDGE OF ALLEGIANCE

Secretary Mary Jane Buenamea led the invocation. Mayor Molina then led the Pledge of Allegiance.

#### C. ROLL CALL

Guadalupe Town Councilmembers Present: Mayor Valerie Molina, Vice Mayor Anita Cota, Councilmember Gloria Cota, Councilmember Elvira Osuna, Councilmember Joe Sanchez, Councilmember Faustino Valenzuela, and Councilmember Ricardo Vital

Pascua Yaqui Tribal Council Members Present: Chairman Robert Valencia, Secretary Mary Jane Buenamea, Council Member Rosa Soto Alvarez, Council Member Armenta Cruzita, and Council Member Frias Herminia (*arrived at 2:10 p.m.*)

Staff Present: Jeff Kulaga – Town Manager / Clerk and Kay Savard – Deputy Town Clerk

#### D. CALL TO THE PUBLIC – No one spoke.

#### E. DISCUSSION / STUDY SESSION ITEMS

##### 2. Community Partner Designation (*agenda item taken out of order*)

a. PYT Mercado Event Opportunities

b. Event Coordination

Mayor Molina presented Chairman Robert Valencia with a resolution that was adopted by the Guadalupe Town Council on June 28, 2018, declaring the Pascua Yaqui Tribal Council (PYT) as community partners to the Town of Guadalupe. Jeff Kulaga, Town Manager / Clerk, added that the resolution states that PYT may reserve the Mercado facility up to four times a year, at no charge.



Valerie Molina  
Mayor

Anita Cota  
Vice Mayor

Gloria Cota  
Councilmember

Elvira Osuna  
Councilmember

Joe Sanchez  
Councilmember

Faustino Valenzuela  
Councilmember

Ricardo Vital  
Councilmember

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### 1. Pascua Yaqui Tribe Activities

PYT and Guadalupe Town Councilmembers (TOG) discussed the possibility of reserving the Mercado on September 15, 2018, for an event.

Mayor Molina outlined various events that PYT and TOG partner on; and, discussed positive community feedback on those events. TOG suggested a partnership with PYT on a Christmas party to be scheduled in December, at the Mercado. Potential dates for consideration include December 1, or 8, 2018.

### 3. Arizona Department of Environmental Quality (ADEQ) Update

Jeff Kulaga, Town Manager / Clerk, stated that annually, municipalities are required to submit an MS4 Permit for storm water systems. Mr. Kulaga noted that rainwater is the only substance that should be entering storm drains; and discussed various contaminants that enter storm water drains that impact keeping water clean. The Town's annual report is due to ADEQ in mid-September; and, the ADEQ contract is in effect through 2021.

Mr. Kulaga confirmed that the Mercado is available on December 8, 2018, for the Christmas party.

### 4. Community Action Program (CAP) 12% PYT Gaming Grant Status

Jeff Kulaga, Town Manager / Clerk, thanked PYT for their previous gaming grant contributions to the Town of Guadalupe (Town). PYT contributed \$40,000 in gaming grant funding to the Town last year for the CAP. Mr. Kulaga provided a breakdown of how much grant funding has been spent on CAP activities to date.

In response to questions, Mr. Kulaga stated that the Town will provide a report to PYT outlining how the Town has spent past PYT gaming grants. Mr. Kulaga clarified that approximately \$7,000 of the approximately \$40,000 PYT grant funding was allocated to purchase supplies to support CAP activities. No PYT grant funding is used to pay for staff costs.

In addition to PYT gaming grant funding for fiscal year (FY) 2017/2018, Mr. Kulaga stated that PYT contributed \$50,000 for Maricopa County Sheriff's Office (MCSO) public safety services for special events. Mayor Molina added that the Town paid the Sheriff's office directly for their services; and, that the Town will provide a report on how PYT grant funds have been spent.

Mayor Molina noted that the Town pays MCSO \$1.7 million annually to provide public safety services to the Town; however, the crime rate remains high. Town officials have met with MCSO representatives to discuss a desire for MCSO to have more of a visual presence in the community. She discussed the possibility, and mutual benefits, of having PYT providing public safety services to the Town. Vice Mayor Cota added that the Town has a police substation; and, that 63% of the Town's budget is allocated for public safety services. Chairman Robert Valencia, stated that PYT will consider this possibility.

TOG and PYT members discussed problems with youth activities; the lack of enforcement at a rental home where there are drugs; vehicle hit and run accidents; problems with speed humps; potential street treatment solutions to speeding; notifying the community of the speeding problems; adding a stop sign to Calle Tome; and, problems with shopping carts and rental bicycles littering properties.



## 5. Community Housing Opportunities

Jeff Kulaga, Town Manager / Clerk, discussed opportunities to improve public safety. Vice Mayor Cota discussed problems with ground water contaminants; and, potential partnership opportunities to house a family while their Tribal home is being refurbished.

In response to a question, Chairman Robert Valencia stated that PYT is in the process of building a demonstration home. He discussed the process and noted that PYT does not currently have funding to build additional homes.

Valerie Molina  
Mayor

Mayor Molina noted that the Town of Guadalupe does not currently have a housing program. The Maricopa County Community Development Advisory Committee (CDC) assists Guadalupe with housing needs. Mr. Kulaga displayed a map illustrating parcels of land that are owned by the Town. He noted that placing housing in commercial zoning areas may not be the best use of vacant land. Mayor Molina emphasized the need for affordable housing options and how that would help to retain families in Guadalupe. Mr. Kulaga stated that the Town recently transferred housing funds in the amount of \$114,000 to the CDC for housing assistance purposes.

Anita Cota  
Vice Mayor

Gloria Cota  
Councilmember

## 6. Town Enhancement Projects

### a. Calle Naranjo & Calle Sahuaro Flood Mitigation Projects

Mayor Molina stated that the flood mitigation projects are to prevent area homes from flooding. Vice Mayor Cota added that these projects are also addressing problems with mosquitos.

Elvira Osuna  
Councilmember

### b. West and East Calle Guadalupe SRP underground power lines

Jeff Kulaga, Town Manager / Clerk, stated that this project will underground small power lines and remove various utility poles. Salt River Project is providing \$220,000 in neighborhood aesthetic grant funding for this project.

Joe Sanchez  
Councilmember

### c. Avenida del Yaqui renovation and repaving

Jeff Kulaga, Town Manager / Clerk, stated that the Maricopa Association of Governments has provided \$3.9 million in federal funding to renovate Avenida del Yaqui. The project is in the design/planning stages. On August 15, 2018, there will be an open house to solicit public input. Construction is scheduled to begin in January, 2020. Until then, staff will be judicious in repairing pot holes due to the upcoming street renovation.

Faustino Valenzuela  
Councilmember

Council Member Herminia Frias stated that PYT is in the process of conducting an inventory and assessment of all of their tribal owned land.

Ricardo Vital  
Councilmember

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Mayor Molina discussed that the Veterans will have a Legion facility in Guadalupe; and, that the Frank Elementary School project is underway.

## 7. 12% Grant Requests

Jeff Kulaga, Town Manager / Clerk provided an update on recent PYT gaming grant submittals by the Town, as follows:

- a. Fire Department Command Vehicle - \$72,000 to replace a vehicle.
- b. Public Works Utility Trucks - \$60,000 to replace three public works vehicles.
- c. Community Assistance Program (CAP) – \$80,000 for utility assistance, community event programming, a commercial size refrigerator, and program supplies.
- d. Public Safety Assistance – \$50,000 for public safety at various special events.

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Mr. Kulaga noted that the Town submitted grant requests to various Tribes, none of which were duplicate requests.

Vice Mayor Cota discussed a recently successful Youth Development Program. Mayor Molina added that the Town has included \$10,000 in its budget for next year's program; and, suggested that the Youth Development Program be promoted at the PYT summer camp.

Council Member Frias Herminia requested additional information regarding how gaming grant funding is used; and, discussed the importance of communicating how gaming grant funding is utilized, to community members and to other Tribal communities.

Vice Mayor Cota suggested scheduling a standing meeting. Mayor Molina requested that TOG and PYT members forward agenda topics to Mr. Kulaga. Ms. Herminia discussed the possibility of Chairman Robert Valencia attending TOG Council meetings to provide updates to the Town Council.

PYT Council Members and TOG Councilmembers provided closing comments.

8. ADJOURNMENT

**Motion by Vice Mayor Cota to adjourn; second by Councilmember Vital. Motion passed unanimously 7-0.**

The meeting was adjourned at 3:30 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 Town Council of Guadalupe and the Pascua Yaqui Tribal Council Joint Meeting, held on the 20<sup>th</sup> day of July, 2018. 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 July 26, 2018

Minutes of the Guadalupe Town Council Regular Meeting held on Thursday, July 26, 2018, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Guadalupe, Arizona, in the Council Chambers.

Valerie Molina  
Mayor

## A. CALL TO ORDER

Mayor Molina called the meeting to order at 6:00 P.M.

Anita Cota  
Vice Mayor

## B. ROLL CALL

Councilmembers Present: Mayor Valerie Molina, Councilmember Elvira Osuna, Councilmember Faustino Valenzuela, and Councilmember Ricardo Vital

Gloria Cota  
Councilmember

Councilmembers Absent: Vice Mayor Anita Cota, Councilmember Gloria Cota, and Councilmember Joe Sanchez

Elvira Osuna  
Councilmember

Staff Present: Jeff Kulaga – Town Manager / Clerk, Bob Thaxton – Finance Director, Wayne Clement – Fire Chief, Gerardo Moreno – Public Works Director, Nancy Holguin, Community Development Coordinator, Jennifer Drury – Assistant to the Town Manager, Catalina Alvarez – CAP Director, Luciana Molina Moreno, Custodian, Kay Savard – Deputy Town Clerk, and Dave Ledyard – Town Attorney

Joe Sanchez  
Councilmember

## C. INVOCATION/PLEDGE OF ALLEGIANCE

Mayor Molina called for a moment of silence in remembrance of a recent police shooting. Mayor Molina then led the Pledge of Allegiance.

Faustino Valenzuela  
Councilmember

## E. CALL TO THE PUBLIC *(item taken out of order)*

Diego Rodriguez stated that he is a candidate for the Arizona State House of Representatives, Legislative District 27 (District 27). Mr. Rodriguez stated that he is committed to being accessible and responsive to the needs of Guadalupe residents. He discussed the low democratic voter turn out in District 27; and, voiced support for local control, criminal justice reform, economic development, increasing public spaces, and jobs that provide living wages.

Ricardo Vital  
Councilmember

## F. MAYOR and COUNCIL PRESENTATION: None.

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## G. DISCUSSION AND POSSIBLE ACTION ITEMS:

1. **PUBLIC HEARING:** Held a public hearing for the Fiscal Year 2018/19 Town of Guadalupe budget in the amount of \$11,859,267, as tentatively approved by the Town Council on June 28, 2018.

Mayor Molina opened the public hearing. There was no public comment on this agenda item.

Jeff Kulaga, Town Manager / Clerk, stated that agenda items G1 and G2 are related and concern the adoption of the Fiscal Year 2018/2019 Town budget in the amount of \$11,859,267. There is a 5% Contingency Fund included in the proposed budget, which requires Council approval of all expenditures. Mr. Kulaga reviewed the various funds and their associated budget amounts.

In response to questions, Mr. Kulaga discussed the impacts that grant funding has on the budget; and, the total amount of revenue and various revenue sources.

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Valerie Molina  
Mayor

Anita Cota  
Vice Mayor

Gloria Cota  
Councilmember

Elvira Osuna  
Councilmember

Joe Sanchez  
Councilmember

Faustino Valenzuela  
Councilmember

Ricardo Vital  
Councilmember

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**Motion by Councilmember Vital to close the public hearing; second by Councilmember Osuna. Motion passed unanimously 4-0.**

The public hearing was closed.

D. APPROVAL OF MINUTES: *(item taken out of order)*

**Motion by Councilmember Vital to approve agenda item D1; second by Councilmember Osuna. Motion passed unanimously 4-0.**

Councilmembers approved the minutes of the Town Council Regular Meetings held on June 28, 2018 and July 12, 2018.

G. DISCUSSION AND POSSIBLE ACTION ITEMS:

2. **FISCAL YEAR 2018/19 BUDGET (RESOLUTION NO. R2018.14):** Councilmembers adopted **RESOLUTION NO. R2018.14** approving the Fiscal Year 2018/19 Town of Guadalupe budget in the amount of \$11,859,267.

**Motion by Councilmember Vital to approve agenda item G2; second by Councilmember Osuna. Motion passed unanimously 4-0.**

3. **FISCAL YEAR 2017/18 GENERAL FUND BUDGET ADJUSTMENT (RESOLUTION NO. R2018.15):** Councilmembers adopted **RESOLUTION NO. R2018.15** authorizing a budget adjustment within the FY 2017/18 General Fund by transferring \$392,425 from the Fire Department to General Fund operating departments with cost overruns that were unforeseen at the time the FY 2017/18 budget was adopted.

Jeff Kulaga, Town Manager / Clerk, stated that this agenda item is a budget appropriation adjustment for Fiscal Year 2017/2018 within the General Fund.

**Motion by Councilmember Vital to approve agenda item G3; second by Councilmember Osuna. Motion passed unanimously 4-0.**

4. **FISCAL YEAR 2017/18 TRANSFER OF FUNDS (RESOLUTION NO. R2018.16):** Councilmembers adopted **RESOLUTION NO. R2018.16** authorizing the transfer of \$91,173 to the FY 2017/18 Senior Center, \$54,702 to the FY 2017/18 Community Action Program and \$292,250 to the FY 2017/18 Municipal Property Corporation and \$32,057 to the FY 2017/18 Local Transportation Assistance Fund (LTAF), totaling \$470,182 from the FY 2017/18 General Fund and the transfer of \$57,444 to the FY 2017/18 Highway User Revenue Fund (HURF) from the FY 2017/18 Sewer Fund.

Jeff Kulaga, Town Manager / Clerk, stated that this agenda item is a reconciliation of funds for auditing and accounting purposes for Fiscal Year 2017/2018, transferring funds from the General Fund to various cost centers.

In response to a question, Mr. Kulaga clarified that this agenda item is for the transfer of funds, and not expenditures.

**Motion by Councilmember Vital to approve agenda item G4; second by Councilmember Osuna. Motion passed unanimously 4-0.**

5. **SOUTHWEST GAS AGENCY ASSISTANCE AGREEMENT (RESOLUTION NO. R2018.17):** Councilmembers adopted **RESOLUTION NO. R2018.17** authorizing the Mayor to execute an Agency Assistance Agreement (Agreement) (C2018-23) with Southwest Gas. Adoption of Resolution No. R2018.17 allows the Town of Guadalupe and Southwest



Gas to facilitate the receipt of utility assistance pledges and payments to qualified Town of Guadalupe recipients (customers) to Southwest Gas, on behalf of Southwest Gas customers, pursuant to the terms and conditions as set forth in the Agreement.

Jeff Kulaga, Town Manager / Clerk, stated that approval of this agenda item is required by Southwest Gas, in order for the Town to receive utility assistance funding for residents. The agreement allows CAP staff to investigate potential funding recipients that may be in need of utility funding assistance. Staff recommends approval of this agenda item.

Valerie Molina  
Mayor

**Motion by Councilmember Vital to approve agenda item G4; second by Councilmember Valenzuela. Motion passed unanimously 4-0.**

Anita Cota  
Vice Mayor

6. **CLAIMS:** Councilmembers approved the check register for June, 2018, totaling \$699,840.45.

Gloria Cota  
Councilmember

**Motion by Councilmember Vital to approve agenda item G6; second by Councilmember Valenzuela. Motion passed unanimously 4-0.**

Elvira Osuna  
Councilmember

**H. TOWN MANAGER’S REPORT**

Jeff Kulaga, Town Manager / Clerk provided the following updates:

Joe Sanchez  
Councilmember

- Thanked Bob Thaxton, Finance Director, for his efforts in coordinating a Town Council joint meeting with the the Pascua Yaqui Tribal Council. Going forward, quarterly joint meetings may occur.
- Thanked Catalina Alvarez, CAP Director, for her assistance with the Southwest Gas agreement.
- Thanked Nancy Holguin, Community Development Coordinator, for coordinating the rental of the Mercado facility. Facility bookings are increasing.
- Wednesday, August 15, 2018 – Avenida del Yaqui Project (street renovation) open house event. The event will be promoted using various methods.
- He recently attended the Arizona Municipal Clerk’s Association Conference.
- The Maricopa County Elections Department has a text subscription feature that provides individuals with election updates and information.
- Important upcoming election dates: July 30, 2018 – voter registration deadline; August 1, 2018 – early voting begins; August 17, 2018 – last day to request an early ballot; August 21, 2018 – last day to mail in an early ballot; August 24, 2018 – last day to vote early, in person; August 28, 2018 – election day.

Faustino Valenzuela  
Councilmember

Ricardo Vital  
Councilmember

**I. COUNCILMEMBERS’ COMMENTS**

- Councilmember Osuna  
Thanked staff members for attending the meeting.  
Encouraged everyone to stay hydrated.
- Councilmember Vital  
Thanked staff members for attending the meeting.  
There were 85 participants at a recent summer camp; and participants were provided with free entrance to the Arizona Science Center.
- Councilmember Valenzuela  
Thanked staff members for attending the meeting.  
Sunday, July 29, 2018 – Student Back Pack Give Away event.
- Mayor Molina  
Concerned about the volume of feral cats and the need for animal control services.

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Requested Town Manager to explore going back to a 2 day trash pick up and move away from recycling.

Thanked staff members for attending the meeting.

She has received positive feedback from community members regarding the direction the Town is headed.

J. ADJOURNMENT

**Motion by Councilmember Vital to adjourn the meeting; second by Councilmember Osuna. Motion passed unanimously 4-0.**

The meeting was adjourned at 6:25 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 Regular Town Council Meeting of the Town Council of Guadalupe, Arizona held on the 26<sup>th</sup> day of July, 2018. I further certify the meeting was duly called and held and that a quorum was present.

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



August 3, 2018

To: The Honorable Mayor and Town Council

From: Jeff Kulaga, Town Manager / Clerk

**RE: August 9, 2018 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 Item:**

- G1. Cox Cable Presentation:** Representatives from Cox Communications will provide an update on Cox Cable operations and activities. **(Pages 1 – 16)**
- G2. Maricopa County Sheriff's Office Silent Witness Presentation:** Representatives from the Maricopa County Sheriff's Office on the Silent Witness program. *(no material for this item)*
- G3. Intergovernmental Agreement for Services** between Maricopa County administered by its Human Services Department and the Town of Guadalupe (Resolution R2018.18) Council will consider adopting Resolution R2018.18 which authorizes the Town of Guadalupe to enter into an Intergovernmental Agreement (IGA) for services between Maricopa County administered by its Human Services Department and the Town of Guadalupe for the Guadalupe Street Repavement Project – DG 1804, and authorizes the Mayor to execute all documents in furtherance of this agreement. This adoption would provide the Town of Guadalupe with \$568,780 of U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds to pave four street segments:
- 1) Calle Maravilla N of Calle Carmen to Calle Guadalupe.
  - 2) Calle Sahuaro N of Calle Carmen to Calle Guadalupe.
  - 3) Calle Azteca N of Calle Carmen to Calle Guadalupe.
  - 4) Calle Barbarita E from Calle Maravilla to Avenida Del Yaqui.
- The project area is in Quadrant III of the Town's approved Street Maintenance Plan and totals 4322 linear feet and 16,326 square yards of new asphalt. The \$586,780 will fund design, engineering, bid process construction, project management and inspections for the project. **(Pages 17 – 60)**
- G4. Residential Refuse Services Policy:** In response to Mayor Molina's request to move from one recycling and one trash pick-up service per week to two trash pick-up services per week, staff recommends a four step action plan and timeline. **(Page 61)**
- G5. Guadalupe Road Storm Drain Improvement Project Update:** Council will receive an update on the construction schedule and progress of the project. **(Pages 62 – 63)**

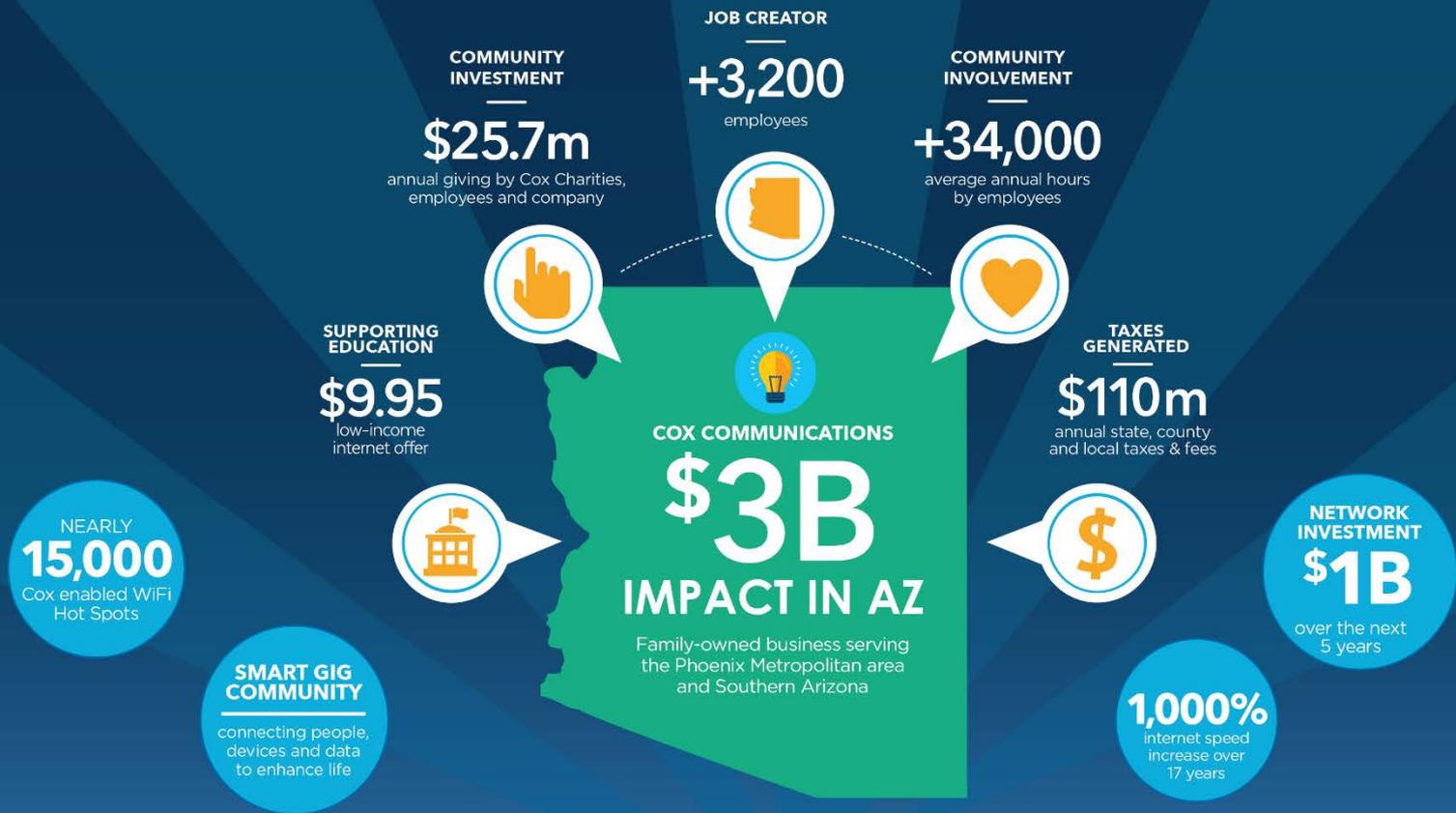
**G6. Primary Election Location and Hours Information:** The Mercado multi-purpose room will be utilized as an early voting location on Wednesday, August 22 through Friday, August 24, from 8:00 a.m. – 5:00 p.m. each day. The Mercado will also serve as a polling location on Election Day from 6:00 a.m. – 7:00 p.m. Town Hall will serve as an early ballot drop off location from Thursday, August 2 through Friday, August 24, from 8:00 a.m. to 5:00 p.m., Monday through Friday. A County courier will transport ballots from Town Hall to the County, several times a week. Early ballots can be dropped off at Town Hall and any early voting location in Maricopa County, as well as any polling location on Election Day. Individuals that are registered as Independent must contact the Maricopa County Election Department if they wish to request an early ballot. The ballot drop off box will be located behind the Town Hall reception desk, and locked in a secured area after office hours. *(no material for this item)*



# Cox Arizona Update

2018

# Investing in Arizona



## What it is:

- A **10-year, multi-billion dollar** initiative to transform our network
- Among the largest initiatives in Cox's history, and involves all business units as a change of this magnitude also transforms our business
- Meeting the consumers' demand for bandwidth as it **increases up to 50% YoY**
- An investment to ensure delivery of state-of-the-art high speed internet service throughout more homes and businesses; powering the smart homes, smart businesses, smart cities of today and the future

## What it delivers:

- Fiber optic cable closer to the customer
- DOCSIS 3.1 (the latest cable broadband standard) deployment
- G1GABLAST availability to more homes, with a goal of giving **more than 99%** of Cox residential customers access to gig speeds by end of 2020.
- Panoramic WiFi upgrades to include **next generation** equipment

# Smart Cities & Smart Regions



**SMART ENERGY**  
Smart Grids, Smart Meters,  
Intelligent Energy Storage



**SMART INFRASTRUCTURE**  
Digital Water & Waste Management,  
Ubiquitous Connectivity, Smart  
Lighting, Smart Trash



**SMART BUILDINGS**  
Automation, HVAC,  
Lighting



**SMART TRANSPORT**  
Traffic Management /  
Road Pricing, Parking



**SMART HEALTHCARE**  
Telemedicine, E-Records,  
Connected Devices,  
Stay-at-home Care



**SMART SECURITY**  
Surveillance, Simulation  
Modelling & Crime Prediction



NEARLY  
**15,000**  
Cox enabled WiFi  
Hot Spots

**SMART GIG  
COMMUNITY**

connecting people,  
devices and data  
to enhance life

**PERFORMANCE / EDUCATION**  
Management, Solutions



**BENEFITS**  
Increased Revenue  
Decreased Costs  
Government Efficiency  
Citizen Experience / Safety

NETWORK  
INVESTMENT  
**\$1B**

over the next  
5 years

**1,000%**  
internet speed  
increase over  
17 years



Fleet  
Management



Waste  
Management



Smart Grid,  
City, & Campus



Asset  
Tracking

# Cox Automotive – The 2M Approach



## Disruptive Price Point

Our goal is to deliver a solution at price point that can scale according to customer requirements.



## Customer Needs First

Needs first, technology second is at the core of Cox2M. It is imperative to understand the needs of our customers and deliver a solution to satisfy customer needs.



## Simplicity

Cox2M strives to deliver solutions that are simple to operate and integrate into other business systems.

# Small Cell Deployment



Quasi Omni CMRO Radio Head



Air Scale Integrated Cabinet



Integrated Cabinet

# Home Automation – Delivering Value to Our Customers

Page 8

## Know Your Home



Inform customers about the status and events of things that matter to them at home



## Control Your Home



An integrated smart-home system that controls and automates smart devices in a customer's home



## Affordability



Purchase a system at an affordable price point with low upfront investment



## Customer Support



We can send a local technician to help fix an issue at the customer's home  
Professional Installation & 24/7 Support



# How It Works



# Investing in telemedicine since 2015

A smart way to provide quality, affordable healthcare to more people, including under-served and remote populations, the elderly and the poor.



Remote patient monitoring can:

- Mitigate rising healthcare costs
- Mitigate provider shortages
- Allow more seniors to age gracefully at home
- Feature new tools to treat depression
- Reduce the rate of hospitalization
- Increase patient confidence and well-being

# Manheim in Arizona

Manheim's Three Auction Locations and Logistics Brands Make a Big Impact in Arizona

Manheim employs over 580 people in AZ and is planning for additional growth.



Manheim businesses in AZ touch enough vehicles to span the length of the Grand Canyon 48 times.

ACRES  
231

TEAM  
MEMBERS  
582

AUCTION  
LANES  
20

VEHICLES  
TOUCHED  
8.9M

\$10M+  
INVESTMENT



The total acreage of Manheim's 3 auctions is large enough to hold the Cardinal's stadium 8X over.



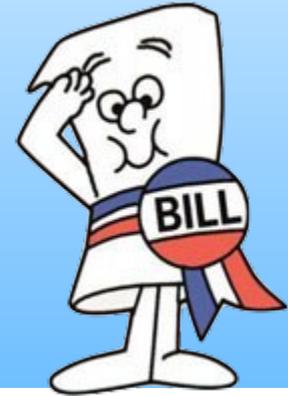
If you placed the sale lanes from each of the auctions end-to-end, they would stretch deeper than Meteor Crater.

Manheim continues to invest in AZ to support clients, communities and the local economy



# SB1140 & Licensing Information

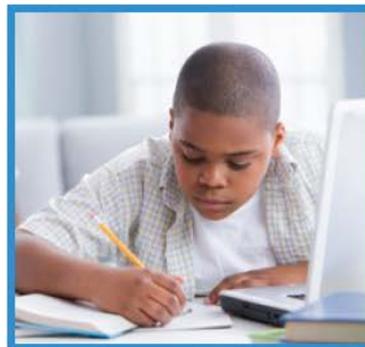
- SB1140 dramatically streamlines the process for cable licensing in Arizona.
- The traditional negotiation process is replaced by a single administrative filing in January 2020.
- Cities retain their ability to collect up to 5% in license fees and maintain control of the ROW.
- Allows Cox to innovate in a competitive marketplace



# Closing the Digital Divide

**Home Internet** is a critical part of your child's education and future. That's why Cox has teamed with Connect2Compete, a program that brings affordable Internet service to qualifying households. The whole family can go online for school assignments, job searches, email and more.

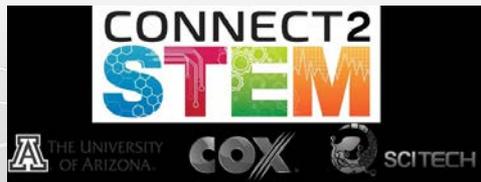
Your household may be eligible for High Speed Internet service at **\$9.95 a month** (plus tax) if:





# Community Initiatives

- Cox Charities – Employee Giving  
Over 20 years of giving to nonprofits that support youth, education, and technology programs around the state
- Corporate Giving  
Supporting a variety of community organizations with funding and volunteers



# Partnering Opportunities

RESOLUTION R2018.18

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN GUADALUPE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR SERVICES BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND THE TOWN OF GUADALUPE, ARIZONA FOR THE GUADALUPE STREET REPAVEMENT PROJECT – DG 1804.**

**WHEREAS**, Maricopa County, administered by its Human Services Department, shall provide the Town of Guadalupe with U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant funds in the amount of \$568,780.00 for services described as the Guadalupe Street Repavement Project; and

**WHEREAS**, the Guadalupe Street Repavement Project will consist of removing and replacing pavement on street segments of Calle Azteca, Calle Barbarita, Calle Maravilla and Calle Sahuaro; and

**WHEREAS**, the Program Number for the Guadalupe Street Repavement Project is DG1804 and the CFDA number is 14.218 and the DUNS number is 002503092; and

**WHEREAS**, the Town of Guadalupe and Maricopa County desire to enter into an intergovernmental agreement to set forth the duties of the Town and the County to complete the services during the term of the said agreement which begins on July 1, 2018 and ends on June 30, 2020.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA AS FOLLOWS:**

That the Mayor is authorized and directed to execute the intergovernmental agreement for services between the Town of Guadalupe, Arizona and Maricopa, County, as administered by its Human Services Department for the Guadalupe Street Repavement Project - DG 1804.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, TH IS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
Valeria 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: \$568,780  
 Contract Start Date: July 1, 2018  
 Contract Termination Date: June 30, 2020  
 Contract Number: \_\_\_\_\_  
 Program Number: DG1804  
 CFDA Number: 14.218- Community Development Block Grant  
 DUNS #: 002503092

This Intergovernmental Agreement (“Agreement”) is entered into by and between the Town of Guadalupe (hereinafter referred to as the “Subrecipient”), and Maricopa County, administered by its Human Services Department, (hereinafter referred to as the “County”). The Subrecipient and County are collectively referred to herein 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 set forth herein. 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 herein and in:

Section I – General Provisions  
 Section II – Special Provisions  
 Section III – Work Statement  
 Section IV – Compensation  
 Section V – Attachments

Subrecipient Representative:	Jeff Kulaga Town Manager	Phone: 480-505-5367 Email: <a href="mailto:jkulaga@guadalupeaz.org">jkulaga@guadalupeaz.org</a> Address: 9241 S. Avenida del Yaqui Guadalupe, AZ 86283
Maricopa County Representative:	Rachel Milne Assistant Director	Phone: (602) 372-1528 Email: <a href="mailto:rachel.milne@maricopa.gov">rachel.milne@maricopa.gov</a> 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 three (3) days after being mailed unless otherwise indicated in the notice.

This Agreement contains all the terms and conditions agreed to by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any Party hereto. Nothing in this Agreement shall be construed as consent to any lawsuit or waiver of any defense in a lawsuit brought against the State of Arizona, County, or the Subrecipient in any State or federal court.

IN WITNESS THEREOF, the Parties have signed this Agreement:

Approved By:  
SUBRECIPIENT

Approved By:  
MARICOPA COUNTY

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attested to:

Attested to:

\_\_\_\_\_  
City/Town Clerk

\_\_\_\_\_  
Fran McCarroll, Clerk, Board of Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251 & 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEYS WHO HAVE DETERMINED THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for the Subrecipient      Date

\_\_\_\_\_  
Deputy County Attorney      Date

**SECTION I**  
**GENERAL PROVISIONS**



**Maricopa County**  
**Human Services Department**

## SECTION I

## GENERAL PROVISIONS

**A. PURPOSE**

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 III Work Statement.

**B. TERM**

Upon approval by the Parties, the Agreement shall commence and terminate on the dates listed on the cover page of this Agreement. The Agreement shall become effective upon approval and signature by the Parties.

**C. RENEWAL**

The Agreement may be renewed by a written amendment, provided however, that Subrecipient is in full compliance with all terms and conditions of this Agreement. 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 contract term, or any additional terms thereafter. The Agreement may be renewed as many times as is desirable, but each renewal may not exceed the duration of the previous Agreement.

**D. AMENDMENTS**

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

**E. TERMINATION**

1. Pursuant to A.R.S. §38-511, the Parties may cancel this Agreement without penalty or further obligation within three years after execution of the Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the Party is at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other Party to the Agreement in any capacity or consultant to any other Party of the Agreement with respect to the subject matter of the Agreement. Additionally, pursuant to A.R.S. § 38-511 the Party may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the Party from any other Party to the Agreement arising as the result of the Agreement
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 returned receipt requested to the persons at the addresses set forth on page one of this Agreement.
3. This Agreement may be terminated by mutual written agreement of the Parties specifying the termination date therein.
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 Subrecipient's non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, and if not renewed, this Agreement will terminate upon the Contract Termination Date as stated on page one of this Agreement.
5. In accordance with 2 CFR § 200, *et seq.*, County may suspend or terminate this Agreement if Subrecipient violates any term or condition of this Agreement or if Subrecipient fails to maintain a good faith effort to carry out the purpose of this Agreement.
6. County or Subrecipient may terminate this Agreement for convenience in accordance with 2 CFR § 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.

**F. 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 herein shall operate to increase the Operating Budget without a written amendment thereto. Notwithstanding anything to contrary, the Default and Remedies for Noncompliance, contained at section N in General Provisions shall not be deleted or superseded by any other provision of this Agreement.

## G. DEFINITIONS

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

1. **Administrative Manual** means the Community Development Advisory Committee Policy Manual, September 20, 2017, as may be revised, for the administration of CDBG grants.
2. **Assistant Director** means the Director of the Housing and Community Development Division within the Human Services Department.
3. **CDAC** means the Community Development Advisory Committee.
4. **Department** means the Maricopa County Human Services Department.
5. **Director** means the Director of the Maricopa County Human Services Department.
6. **Division** means Housing and Community Development Division of the Human Services Department.
7. **HOME** means HOME Investment Partnership Program.
8. **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.
9. **Juvenile** means any person under the age of eighteen (18).
10. **Project Coordinator** means the liaison between the Department and the Subrecipient that is responsible for Agreement monitoring and technical assistance.
11. **Public Agency** has the meaning prescribed by A.R.S. § 11-951.
12. **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.
13. **Subcontractor** means an entity funded through the Subrecipient to provide services required by the Work Statement.
14. **Women's Business Enterprise (WBE)** means an entity in which a woman has majority ownership and control.

## H. GENERAL REQUIREMENTS

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.
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.
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.
4. Subrecipient shall comply with the regulations prohibiting a conflict of interest. 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 Subrecipient (or one of its directors, officers, owners, trust certificate holders or a

relative thereof) has a substantial interest, unless Subrecipient has made full written disclosure of the proposed payments to the County and has received written approval therefore.

5. For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

**I. 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 of receipt unless Subrecipient receives a written waiver of this requirement by the County.

**J. 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. 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.

**K. AVAILABILITY OF FUNDS**

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 herein, are actually 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.
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, the Parties may amend, suspend, decrease or terminate its 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.

**L. 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. Requests for adjustments to this Agreement must be supported by appropriate documentation. Any requests for reasonable budget adjustments must be submitted ninety (90) days prior to the expiration of this Agreement. If the County agrees to the budget adjustments, the County shall follow section D of this Agreement to amend this Agreement.

**M. DISPUTES**

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) days. Disputes which are not resolved in that time period, shall be submitted in accordance with the following formal dispute resolution process.
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) working days from expiration of the informal dispute resolution process described in paragraph 1 above. The Assistant Director, as applicable, shall respond in writing to the Subrecipient within fourteen (14) working days of receipt of the Subrecipient's written notice. The decision of the Assistant Director shall be final and conclusive unless, within seven (7) working days from the date the

Subrecipient receives the decision, Subrecipient files a written notice of appeal with the Department's Director who shall provide the Subrecipient with a written response within fourteen (14) working days following receipt of the Subrecipient's notice of appeal. The decision of the Director shall be final.

3. Pending a final decision of the Director, the Subrecipient shall proceed diligently with the performance of this Agreement in accordance with the Assistant Director's decision.

**N. DEFAULT AND REMEDIES FOR NONCOMPLIANCE**

1. Notwithstanding anything to contrary, this section shall not be deleted or superseded by any other provision of this Agreement.
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.
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:
  - a. Non-performance of any obligations required by this Agreement.
  - b. Non-compliance with any applicable federal, state, or local laws, rules or regulations, including HUD guidelines, policies, or directives.
  - c. Unauthorized expenditure of funds.
  - d. Improper disposition of program income.
  - e. Non-compliance with applicable financial record requirements, accounting principles, or standards established by OMB circulars and 2 CFR §200 *et seq.*
  - f. Non-compliance with recordkeeping, record retention, or reporting requirements.
4. Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, Subrecipient shall, without intent to limit or with restrictions, be subject to the following:
  - a. 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.
  - b. Not be relieved of any liability or responsibility associated with the Special Provision or Work Statement.
  - c. 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.
  - d. 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.
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, its employees, officials, successors, assigns, contractors, 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.

**O. 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 hereof, and the remaining provisions shall remain in full force and effect.

**P. STRICT COMPLIANCE**

The County's acceptance of Subrecipient's performance that is not in strict compliance with the terms hereof 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 the Parties.

**Q. 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.). Subrecipient shall comply with 2 CFR § 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. 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 CFR § 200.505 if Subrecipient is noncompliant with the audit requirements.

**R. AUDIT DISALLOWANCES**

1. The Subrecipient shall, upon written notice thereof, 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's fees the County spends to pursue legal action relating to a disallowance. Court costs and attorney's fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.
2. If the County determines that a cost for which payment has been made is a disallowed cost, 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.

**S. COMPETITIVE BID REQUIREMENTS****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 pursuant to the following competitive bidding system:

- a. 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.
- b. 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.

**2. Supplies**

If this Agreement is with other than a Public Agency, 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 pursuant to a system of written quotes whenever the price is

expected to be greater than \$300, unless the Subrecipient obtains the Assistant Director prior written approval to purchase supplies by an alternate method.

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.

4. Bidding Procedures

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

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.

**T. PROPERTY**

Any property furnished or purchased pursuant to 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 herein. Repair costs beyond the budgeted amount shall be approved by the Department.

**U. NON-LIABILITY**

The County, its officers, representatives, agents and employees shall not be liable for any act or omission by the Subrecipient or their contractor, or any officer, representative, agent or employee of the Subrecipient, or their contractor occurring in the performance of this Agreement, nor shall these entities be liable for purchases or Agreements made by the Subrecipient or their contractor, or any officer, representative, agent and employee of the Subrecipient or their contractor in connection with this Agreement.

**V. INDEMNIFICATION**

To the extent permitted by law, the Subrecipient shall, and shall cause any of its Subcontractors to, indemnify, defend save and hold harmless Maricopa County, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient and any of its Subcontractors, or any of the directors, officers, agents, or employees of Subrecipient and any of its Subrecipients. This indemnity includes any claim or amount arising out of or recovered under the Workers' 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.

**W. INSURANCE**

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

- meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
2. All insurance required herein 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 County, constitute a material breach of this Agreement.
  3. Subrecipient's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
  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 County.
  5. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Subrecipient shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Subrecipient to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
  6. County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Subrecipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Subrecipient from, or be deemed a waiver of County's right to insist on strict fulfillment of Subrecipient's obligations under this Agreement.
  7. The insurance policies required by this Agreement, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insured's.
  8. The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Subrecipient's work or service.
  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, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
  10. Coverage provided by the Subrecipient shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
  11. **Commercial General Liability:**
    - a. 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.
  12. **Workers' Compensation:**
    - a. Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of 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.

- b. Subrecipient waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Subrecipient pursuant to this Agreement.
13. **Sexual Molestation And Physical Abuse:**
- a. When services involve working with children, elderly, or disabled individuals, the insurance requirements in the 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 and/or caring for children/elderly and disabled persons should have their policies specifically endorsed to include this coverage.
14. **Commercial General Liability – Occurrence Form:**  
Policy shall include bodily injury, property damage and broad form contractual liability coverage.
15. **The policy shall be endorsed to include coverage for physical/sexual abuse and molestation.**
16. The policy shall be endorsed to include the following additional insured language: "(Maricopa County), its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
- Minimum Limits:**
- |                          |             |
|--------------------------|-------------|
| General Aggregate        | \$4,000,000 |
| Each Occurrence Limit    | \$2,000,000 |
| Sexual Abuse/Molestation | \$2,000,000 |
17. **Builder's Risk (Property) Insurance.**  
Subrecipients shall and shall cause any of its Subcontractors to purchase and maintain, on a replacement cost basis, Builders' Risk insurance and, if necessary, Commercial Umbrella insurance in the amount of the initial Agreement amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than County has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of County, Subrecipient and all of Subrecipient's subcontractors and sub-subcontractors in the work during the life of the Agreement and course of construction, and shall continue until the work is completed and accepted by County. For new construction projects, Subrecipient agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, Subrecipient agrees to assume responsibility for loss or damage to the work being performed at least up to the full Agreement amount, unless otherwise required by the Agreement documents or amendments thereto.
- a. Builders' Risk insurance shall be on a special form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Agreement.
- b. Builders' Risk insurance must provide coverage from the time any covered property comes under the Subrecipient's control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders'

Risk insurance shall be primary and any insurance or self-insurance maintained by the County is not contributory.

- c. If the Agreement requires testing of equipment or other similar operations, at the option of County, Subrecipient will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy or the Builders' Risk Insurance policy.
18. **Certificates of Insurance:**
- a. Upon execution of the Agreement, Subrecipient shall and shall cause any of its Subcontractors to furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Agreement, issued by 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 number and title.
  - b. Prior to commencing work or services under this Agreement, Subrecipient shall have insurance in effect as required by the Agreement in the form provided by the County, issued by 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 upon ten (10) business days. **BY SIGNING THE AGREEMENT PAGE THE SUBRECIPIENT AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF AGREEMENT.**
  - c. 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 Subrecipient's work or services and as evidenced by annual Certificates of Insurance.
  - d. If a policy does expire during the life of the Agreement, a renewed Certificate of Insurance must be sent to the County forty-five (45) days prior to the expiration date.
19. **Cancellation and Expiration Notice:**
- a. Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.
  - b. 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, Subrecipient shall carry minimum liability coverage of \$2,000,000 each occurrence and provide the County with proof of coverage.
20. **Subcontractors:** Subrecipient's certificate(s) shall include all subcontractors as insureds under its policies or Subrecipient shall furnish to the County separate certificates for each subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements identified above.
21. **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 Agreement amendment, but may be made by administrative action.
22. **Exceptions:** In the event the Subrecipient is a public entity, then the Insurance Requirements shall not apply. 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.

## X. TECHNICAL ASSISTANCE

The County will provide reasonable technical assistance to the Subrecipient to assist in complying with State and federal laws, 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.

**Y. 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.

**Z. 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.

**AA. LOBBYING**

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.
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, 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.

**BB. RELIGIOUS ACTIVITIES**

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

**CC. POLITICAL ACTIVITY PROHIBITED**

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

**DD. 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.

**EE. 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. Subrecipient and its agents shall safeguard the confidentiality of this information, as required by federal and state law. Subrecipient shall include a clause to this effect in all Subcontracts.

**FF. 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 available information that is relevant to this Agreement and to the performance hereunder.

**GG. COPYRIGHTS**

If this Agreement results in a book or other written material, 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.

**HH. AGREEMENT COMPLIANCE MONITORING**

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/or 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.

**II. CONTINGENCY RELATING TO OTHER AGREEMENTS AND GRANTS**

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.
2. The Department may request, and the Subrecipient shall provide within a reasonable time, which shall not exceed ten (10) working 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.
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, the Department will prepare an amendment to this Agreement effecting a cost adjustment. If the Subrecipient disputes the proposed cost adjustment, the dispute shall be resolved pursuant to the "Disputes" section contained herein.

**JJ. MINIMUM WAGE REQUIREMENTS**

The Subrecipient warrants that it shall pay all its employees who are performing work or providing services under this Agreement not less than the minimum wage specified under Section 206(a)(1) of the Fair Labor Standards Act of 1938, as amended and as specified by Arizona law.

**KK. 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.

**LL. 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.

**MM. NONDISCRIMINATION, EQUAL OPPORTUNITY AND EQUAL ACCESS**

1. The Subrecipient shall comply with the requirements set forth in 24 CFR Part 5.105(a)(1), 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, familial status, marital status, sexual orientation, political affiliation or belief. The Subrecipient shall include this clause in all of its Subcontracts.
2. The Subrecipient shall comply with requirements of the Housing and Urban Development Equal Access Rule at 24 CFR Part 5.105(a)(2) and 24 CFR Part 5.106, Final Rule 5863, to ensure equal access to housing and services regardless of actual or perceived sexual orientation, gender identity, or marital status.

**NN. DISABILITY REQUIREMENTS**

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

**OO. EQUAL EMPLOYMENT OPPORTUNITY**

1. 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. 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. The Subrecipient shall and shall cause its Subcontractors to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60) and to the extent required by regulation execute the Equal Opportunity Certification attached hereto and incorporated by reference.
2. Subrecipient shall and shall cause its Subcontractors to comply with Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*); the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*); the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*); the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and Arizona Executive Order 2009-09, which mandates that all persons shall have equal access to employment opportunities, to the extent such provisions apply.

**PP. 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.*

**QQ. 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, it shall be in accord with generally accepted accounting principles.

**RR. RETENTION OF RECORDS**

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.
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.

**SS. 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, the Subrecipient shall reimburse the County for the services not supported and documented.

**TT. IMMIGRATION LAWS AND REGULATIONS**

1. **Federal Immigration and Nationality Act**
  - a. 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.
  - b. 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.
  - c. 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 and/or debarment of the other Party. All costs necessary to verify compliance are the responsibility of the Subrecipient or its subcontractor.
2. **Arizona Law:** The Subrecipient warrants that it is in compliance with A.R.S. § 41-4401 (e-verify requirements) and further acknowledges:
  - a. That Subrecipient and its Vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;
  - b. That a breach of a warranty under subsection 2 a above, shall be deemed a material breach of this Agreement and the County may immediately terminate this Agreement without liability;
  - c. 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 2 a above and that the Subrecipient agrees to

make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection.

**UU. 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.

**VV. EMPLOYMENT DISCLAIMER**

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.
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.
3. The County agrees that no individual performing under this Agreement on behalf of County may be considered a Subrecipient agent, employee, or representative and that no rights of Subrecipient civil service, Subrecipient retirement, or Subrecipient personnel rules shall accrue 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.

**WW. CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION**

The undersigned by signing and submitting this Agreement has the authority to certify the Subrecipient to the terms, representations and/or warrants 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:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. 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;
3. 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 (b) of this certification; and
4. 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.
5. 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.

6. 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.
7. 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 contractors; in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 45 C.F.R. Part 76.
8. Should the Subrecipient not be able to provide this Certification, an explanation as to why shall be immediately provided to the Department, Attention: Project Coordination at the address set forth on the cover page of this Agreement.

**XX. SUBRECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:**

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 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;
2. 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 Subrecipient and copies provided to County upon request; and
3. Subrecipient shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold (\$150,000 as of August 2017).

**YY. ISRAEL BOYCOTT:**

Per A.R.S. §§ 35-393 and 393.01, Subrecipient certifies that they are not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.

SECTION II  
SPECIAL PROVISIONS



Maricopa County

Human Services

**A. 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.

**B. COMPLIANCE WITH LAWS, RULES & REGULATIONS**

This Agreement and the Parties hereto, 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.

**C. AUDIT REQUIREMENTS**

In accordance with A.R.S. § 11-624, the Subrecipient shall, at its own expense, file with the County by March 3<sup>1st</sup> of each Agreement year, either:

1. Audited financial statements prepared in accordance with federal single audit requirements; or,
2. Financial statements of the CDBG program prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant.

**D. PROGRAM INCOME**

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:
  - a. sales/lease returns on investment; and
  - b. payments of principal and interest on loans.
2. Program Income received by the Subrecipient shall be tracked and returned to the County as follows:
  - a. program income shall be tracked by the Subrecipient and accounted for in a separate fund or account;
  - b. documentation supporting the amount of program income received shall be submitted quarterly with the quarterly progress report;
  - c. all program income shall be submitted at the end of each fiscal year, June 30<sup>th</sup> with a program income log that states program income received during the year.
3. Program income that is received after at the end of this Agreement shall be sent to the County in accordance with 24 CFR § 92.503 within 30 days of receipt.

**E. ADMINISTRATIVE REQUIREMENTS**

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).
2. Procurement - All procurement completed under this Agreement shall comply with the requirements at 2 CFR Part 200, Subpart D, Procurement Standards. The Subrecipient may utilize their own procurement system that meets or exceeds the requirements in 2 CFR 200 Subpart D.

3. Repayment of Funds - 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) days following the written determination of noncompliance by the County.
4. Documentation and Record Keeping - The Subrecipient agrees to comply with this Agreement and the following record keeping requirements:
  - a. Records to be maintained - The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
    - i. Records providing a full description of each activity undertaken;
    - ii. 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;
    - iii. Records required for determining the eligibility of activities;
    - iv. 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 CFR Part 570.505, as applicable);
    - v. Records which demonstrate citizen participation;
    - vi. Records which demonstrate compliance regarding acquisitions, displacement, relocation and replacement housing;
    - vii. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
    - viii. Financial records as required by 24 CFR Part 570.502, 2 CFR § 200, and OMB Circulars;
    - ix. Other records necessary to document compliance with Subpart K of 24 CFR § 570; and
    - x. Records documenting compliance with Section 3 of the Housing Development Act of 1968.
  - b. DUNS Number and SAM Profile - All Subrecipients shall have a valid Dun and Bradstreet (DUNS) number and an active profile in the federal System for Award Management (SAM).
    - i. To obtain a DUNS Number use this link:  
<http://fedgov.dnb.com/webform>.
    - ii. For additional information on System For Award Management (SAM) and , DUNS use this link:  
[https://www.sam.gov/sam/transcript/Quick Guide for Grants Registrations.pdf](https://www.sam.gov/sam/transcript/Quick%20Guide%20for%20Registrations.pdf)
  - c. Housing - Records which demonstrate compliance with deeds of trust, promissory notes, and forgivable loans associated with owner occupied housing activities.
  - d. Public Facilities - Records which demonstrate continuing ownership and eligible use of facility according to CDBG regulations.
  - e. Outcome Measures – The Subrecipient shall maintain data that supports the accomplishment of the desired outcomes as indicated in the Work Statement.
  - f. 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.
- g. 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 Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.
  - h. Client Data - The Subrecipient shall maintain client data:
    - i. 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
    - ii. Required to meet reporting requirements including client race and ethnicity, and a description of the service(s) provided.
  - i. 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.
  - j. Audits & 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 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.
  - k. The Subrecipient hereby agrees to have an Annual Audit conducted in accordance with Administrative Manual. The Annual Audit requirement is applicable regardless of the amount of funding received by Subrecipients via this Agreement.
5. Reporting
- a. 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:
    - i. Monthly Progress and Program Income Reports in the form and content as required by the County. Reports shall be due on the 15<sup>th</sup> of the month, addressing activities of the proceeding month. If there has been no activity, the report needs to explain why. Failure to submit timely reports will result in suspension of payment for reimbursement requests until all reports are brought current.
    - ii. Minority Business Enterprise / Women Business Enterprise (MBE/WBE) information; and
    - iii. Other HUD-required reporting data as applicable shall be submitted.
  - b. 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.
  - c. Program Income - Subrecipient agrees to comply with the quarterly and annual program income reporting requirements of 24 CFR 570.504 and the Administrative Manual. Subrecipient shall report program income received and expended program income as defined in 24 CFR § 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. 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. 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 herein. 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.
7. Subcontracts
  - a. 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 Release of Funds from the County. Execution of construction contracts may not occur until a letter stating the Subrecipient is not on the debarred list is received from the County.
  - b. DUNS Number: All subcontractors shall have a valid DUNS number and an active profile in the federal System for Award Management (SAM).
  - c. Selection Process - The Subrecipient shall insure that all subcontracts let in the performance of this Agreement be 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.
  - d. 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 pursuant to 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 CFR Section 135.
  - e. 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.
  - f. 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.

#### **F. 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.

#### **G. ENVIRONMENTAL CONDITIONS**

1. The Subrecipient agrees to comply with: the National Environmental Policy Act of 1969 (P.L. 91-190) pursuant thereto 40 CFR Parts 1500 - 1508, Environmental Review Procedures for Title I of the Community Development Block Grant program pursuant thereto Title 24 CFR 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, 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.
2. Air and Water - The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
    - a. Clean Air Act, 42 USC § 7401, et seq., as amended.
    - b. 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.
    - c. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
    - d. Subrecipient agrees to comply with conditions set forth by the Air Quality Department or other County agency, as required.
  3. 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.)
  4. 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 CFR 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.
  5. 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.

#### **H. TIMELY IMPLEMENTATION**

Subrecipient agrees that timely implementation of the activity is essential. Subrecipient agrees that implementation of activities including design/development and/or construction shall commence not later than 90 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 behind the contractual activity schedule by 90 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 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.

**I. 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.

**J. 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.

**K. ADDITIONAL CERTIFICATIONS AND WARRANTIES**

1. Subrecipient agrees that it undertakes hereby the same obligations as the County has undertaken to HUD pursuant to said Annual Action Plan and Assurances, with respect to this Agreement. Subrecipient shall hold County harmless and indemnify it against any damage or other liability which Subrecipient 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 obligations undertaken by Subrecipient are further clarified in the Certifications, Specific CDBG Certifications, and Appendix to Certifications included as Attachment A to this Agreement. These certifications include but are not limited to:

- a. 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);
- b. 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 (CFR), commencing at Section 570.1);
- c. 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;
- d. The requirements of Executive Orders 11625 and 12432 regarding Minority Business Enterprise, and 12138 regarding Women's Business Enterprise, and regulations in 2 CFR § 200.321 and of Section 281 of the National Housing Affordability Act.
- e. Section 504 of the Rehabilitation Act of 1973 as amended and the Americans With Disabilities Act, of 1990; and
- f. Fair Housing Amendments Act of 1988;
- g. 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, CFR Part 42 as amended;
- h. The Architectural Barriers Act of 1969 (42 U.S.C. Section 4151-4157);
- i. The Hatch Act relating to the conduct of political activities (Chapter 15 of Title 5, U.S.C.);
- j. Section 902 of the Housing and Community Development Amendments of 1978 (P.L. 95-557);
- k. Executive Order 11246 and the regulations issued pursuant thereto (41 CFR Chapter 60) relating to nondiscrimination in employment and contracting opportunities;
- l. The Labor Standards Regulations set forth in 24 CFR, 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 insofar as those acts apply to the performance of this Agreement. 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;
- m. Executive Order 13166 entitled “Improving Access to Services for Persons with Limited English Proficiency” pursuant to Title VI of the Civil Rights Act.
  - n. The Drug-Free Workplace Act of 1988 as it applies to this activity;
  - o. The Subrecipient shall warrant and cause its subcontractors warrant that it is in compliance with immigration laws and regulations at A.R.S. Sections 41-4401 and 23-214
  - p. Subrecipients which are governmental entities (including public agencies) shall comply with the requirements and standards of
    - i. 2 CFR § 225, "Cost Principles for State, Local and Indian Tribal Governments", and
    - ii. 2 CFR § Part 200 including Subpart D – Post Federal Award Requirements, Subpart E – Cost Principles, and Subpart F – Audits.
  - q. Subrecipients who are non-profits shall comply with the requirements and standards of:
    - i. 2 CFR Part 230, "Cost Principles for Nonprofit Organizations", or 2 CFR 220, "Cost Principles for Educational Institutions", as applicable,
    - ii. OMB Circular A-134, “Financial Accounting Principles and Standards” and
    - iii. 2 CFR § Part 200 including Subpart D – Post Federal Award Requirements, Subpart E – Cost Principles, and Subpart F – Audits. Audits shall be conducted annually.
  - r. 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:
    - i. Modifications to the project implementation schedule as long as it does not extend or shorten the term of the Agreement as noted on page 1 of this Agreement.
    - ii. Minor changes in the Work Statement, provided the overall scope of work for the project is unchanged;
    - iii. Modifications to terms consistent with any changes required by Federal, State, or County regulations ordinances or policies; and
    - iv. 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. It is the responsibility of the Subrecipient to ensure the latest documents are consulted and followed.
  - s. 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.
  - t. The 2018-19 Annual Action Plan and the CDBG Application for this project are hereby incorporated by reference into this Agreement.
  - u. 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 III  
WORK STATEMENT



Maricopa County

Human Services

**A. SPECIAL FEDERAL AND PROJECT PROVISIONS**

Program Activity: The Subrecipient agrees to implement the activity fully as described in

- This Work Statement in accordance with the terms of the 2015-2020 Five-Year Consolidated Plan,
- The 2018-19 Action Plan submitted by the County to HUD for funds to carry out the activity,
- The Certifications which were submitted concurrently with the Annual Action Plan to HUD, and with
- Any Cooperation Agreements between the Subrecipient and the County (as applicable).

**B. WORK STATEMENT**

<p>1. Brief description of the activity including the work to be performed and the direct impact the activity will have on beneficiaries.</p>	<p>2. Describe the purpose and need for the activity. Include problem causes, current conditions, studies performed, public response, and agency capacity.</p>
<p>The Town of Guadalupe proposes to remove and replace 16,326 square yards of asphalt on four 34-foot wide streets,: Calle Maravilla, Calle Sahuaro, Calle Azteca, and Calle Barbarita. Street improvement is needed for the safety. The work will be performed by a contracted engineering firm and construction team. The project will be administered by Guadalupe’s Community Development Coordinator. Beneficiaries will have level street surfaces for driving, riding bicycles and walking. The direct impact includes: increased a safer community and increased sustainable environment assets.</p>	<p>Street conditions for the identified streets are in need of serious repair. Streets are approximately 14-30 years old. Current conditions include cracked roadways with 1 to 3 inch gaps, deterioration of asphalt resulting in holes, uneven surfaces due to years of road wear.</p> <p>Stantec &amp; Dibble Engineering completed the Town’s assessment. Street conditions were classified with the following priorities: Excellent, Good, Fair, Poor, and Failed.</p> <p>The four streets in this application are classified in poor condition in need of asphalt removal and replacement. Refer to #13 for more information.</p> <p>Due to limited local revenues- no other funds are available to undertake this project without CDBG funding. (See # 13)</p>
<p>3. Detailed description of proposed output(s). What is the final improvement, service, product, etc. to be provided? List quantifiable and measureable outputs.</p>	<p>4. Describe the long term outcomes that beneficiaries will directly achieve/receive as a result of this activity. Include the percentage of beneficiaries assisted that are expected to achieve/receive the outcomes, and how long it will take for the outcomes to occur.</p>
<p>Outputs: Completed topical survey; completed engineering design; onsite construction management through completion, Total length 4322 linear ft and 16,326 square yards of new asphalt installed on the following streets:</p> <p>1) Calle Maravilla N of Calle Carmen to Calle Guadalupe (3,992 square yards).</p> <p>2) Calle Sahuaro N of Calle Carmen to Calle Guadalupe. (4,102 square yards).</p> <p>3) Calle Azteca N of Calle Carmen to Calle Guadalupe (4,092 square yards).</p> <p>4) Calle Barbarita E from Calle Maravilla to Avenida Del Yaqui 4,140 square yards).</p> <p>Traffic count for this area is 640; approximately 160 cars daily per street .</p>	<p>Long Term Outcomes and Beneficiaries: The project will improve 4 streets which will serve 427 (13.8% of our total population) living on the Quadrant III. It will improve public safety and vehicle safety by providing street improvement.</p> <p>Its estimated to take approximately 8 months to complete the pavement replacement project.</p> <p>On a quarterly basis Public Works staff inspects all streets listed on attachment #1 scale map for potholes or any other repairs needed. Small potholes are repaired by Public Works staff, larger potholes are contracted out. During inspections, staff reports parked vehicles on streets that are leaking substances to Town Manager. Street sweeping is done monthly by quadrants. Community Development staff maintains a color coded map program developed by Stantec that identifies streets in need of repair. Changes to map are updated as streets are repaired or repaved.</p>

<p>5. Identify the 2018-19 Urban County CDBG Funding Priority / Priorities addressed by this activity. Briefly describe how the activity meets the stated priority:</p> <p style="padding-left: 40px;">Effective Economy                      Safe Communities Individual Opportunity                  Public Health Sustainable Environment</p>	<p>6. a. Indicate activity location: Include the activity address. b. Describe the service area. (Use street or city/town boundaries to identify the service area for the activity.) If services will be offered at a site owned or managed by someone other than the applicant, attach a letter from the owner authorizing use of the site.</p>																																			
<p>Guadalupe's Pavement Replacement Project addresses the following CDAC priorities:</p> <p><u>Safe Communities - Public Improvements &amp; Public Facilities:</u> Improving the streets by removing cracks, replace uneven pavement will provide a safer, healthier and a more suitable/sustainable living environment for Guadalupe residents.</p> <p><u>Public Health - Public Improvements:</u> Enabling our residents to be able to safely walk and cycle down streets meets this priority. In addition, our disabled and/or elderly residents can safely walk, roll (wheelchairs and motorized scooters) and cycle down newly paved streets. Health/disease risk factors may be reduced in the long-term due to safer streets.</p> <p><u>Sustainable Environments – Public Improvements:</u> Livability and quality of life factors meet this priority. A study by the U.S. Department of Transportation on the benefits of sustainable streets directly connects user satisfaction and public space use (aka public streets) with increased livability and quality of life factors for any community's residents</p>	<p>Activity Location/Service Area: Within Town limits, Census tract 3200.02. This includes portions of:</p> <p>1) Calle Maravilla N of Calle Carmen to Calle Guadalupe. 2) Calle Sahuaro N of Calle Carmen to Calle Guadalupe. 3) Calle Azteca N of Calle Carmen to Calle Guadalupe. 4) Calle Barbarita E from Calle Maravilla to Avenida Del Yaqui.</p> <p>The project area is in Quadrant III of the Town's approved Street Maintenance Plan (project area identified on attached color-coded map reflecting the current state of the pavement throughout the Town).</p>																																			
<p>7. Describe all beneficiaries and target populations for this activity (persons and households, businesses, or jobs).</p> <p>a. Direct beneficiaries b. Indirect beneficiaries</p>	<p>8. Do any utilities need to be relocated or brought to activity site, or do any drainage structures need to be altered or created? If yes, describe below.</p>																																			
<p>The population of Guadalupe is primarily composed of Hispanic and Native Americans. Many Guadalupe families consist of elderly parents, grown children &amp; grandchildren all residing together. The average household size is 4.15. Approximately 103 households representing 427 people will directly benefit. Based on U.S. Census data for Census Tract 3200.02, 51% (HUD American Community Survey Data, 2016) or approximately 62 households (256 residents) are living at or below the federal poverty rate (AMI/LMI).</p>	<p>The proposed work consists of removing and replacing the asphalt only. As a result, no utilities will need to be relocated and no existing drainage structures will need to be altered.</p>																																			
<p>9. Provide the number of low and moderate income Urban County residents and the total number of residents:</p> <p>a. Estimated number assisted Jan. 1 – Dec. 31, 2017 (if activity was in operation in 2017) b. To be directly assisted with CDBG funds upon project completion if funded. If there is a significant change in the number expected to be assisted between 2017 and when the project is completed, include an explanation for this change in 1. Brief description of the activity, and/or 3. Detailed description of outputs, above.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2"></th> <th colspan="3">a. 2017 (est.)</th> <th colspan="5">b. Upon Project Completion, by percent of AMI</th> </tr> <tr> <th>0 – 80%</th> <th>Above 80%</th> <th>Total</th> <th>0 – 30%</th> <th>31 – 50%</th> <th>51 – 80%</th> <th>Above 80%</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Urban County Residents to be assisted.</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>256</td> <td>171</td> <td>427</td> </tr> <tr> <td>Total assisted (incl. Urban County residents):</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>256</td> <td>171</td> <td>427</td> </tr> </tbody> </table>			a. 2017 (est.)			b. Upon Project Completion, by percent of AMI					0 – 80%	Above 80%	Total	0 – 30%	31 – 50%	51 – 80%	Above 80%	Total	Urban County Residents to be assisted.						256	171	427	Total assisted (incl. Urban County residents):						256	171	427
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Urban County Residents to be assisted.						256	171	427																												
Total assisted (incl. Urban County residents):						256	171	427																												

**C. IMPLEMENTATION SCHEDULE**

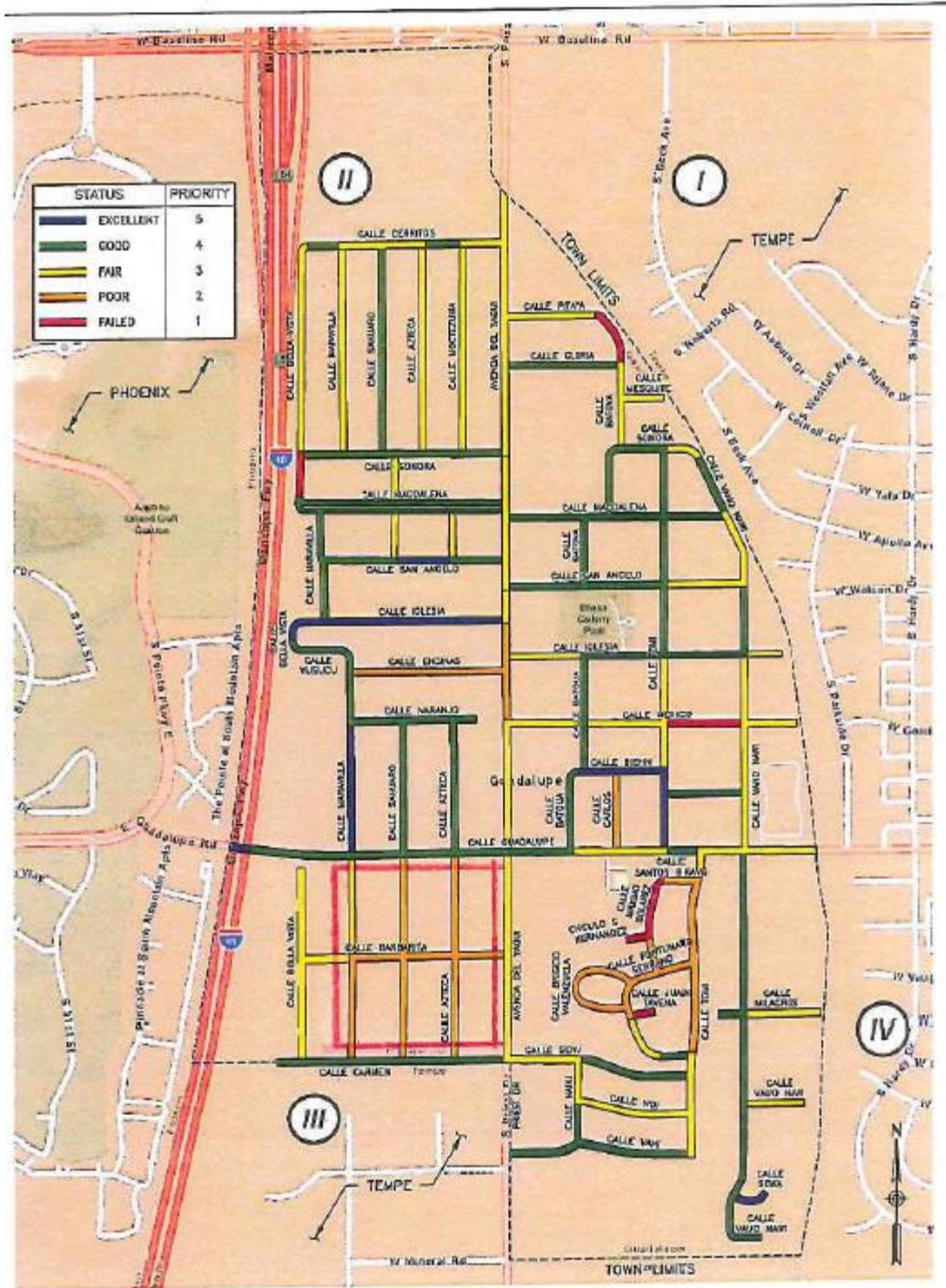
<u>Task</u>	<u>Start Date</u>	<u>Completion Date</u>
Survey & Design	September 2018	November 2018
Bid Process	December 2018	January 2019
Award Bid	January 2019	January 2019
Pre-Construction Meeting	February 2019	April 2019
Construction Activities	February 2019	April 2019
Activity Completion	April 2019	May 2019

**D. INCOME AND EXPENSE STATEMENT**

19. BUDGET	Grant Funds Requested	Applicant's Own Funds	Cash/In Kind Donations	Total Activity Cost
<b>INCOME BUDGET</b>				
Maricopa Urban County CDBG	\$568,780			\$568,780
Other State/Federal Funding				\$0
Local Funds				\$0
Cash/ In Kind Donations			\$6,400	\$6,400
<b>Total Income</b>	\$568,780	\$0	\$6,400	\$575,180
<b>NON-HOUSING CONSTRUCTION ACTIVITIES</b>				
<b>Professional Services</b>				
Engineering/Design	\$57,000			\$57,000
Constuction Management	\$22,000			\$22,000
Other Consultants				\$0
<b>Construction</b>				
Construction	\$489,780			\$489,780
Wiaved Permit Fees			\$6,400	\$6,400
<b>Total Expense</b>	\$568,780	\$0	\$6,400	\$575,180

SECTION III

WORK STATEMENT



RCH 2016 PRIORITIES IA	FOR THE PURPOSES OF THIS EXHIBIT THE TOWN HAS BEEN DIVIDED INTO FOUR QUADRANTS. CALLE GUADALUPE AND AVENIDA DEL YAQUI DIVIDE THE TOWN INTO NORTH & SOUTH AND EAST & WEST RESPECTIVELY.	EXHIBIT 1
		SCALE: NTS
		2/21/2017

The streets to be reconstructed by this project are within the red box in the lower left side of the map above.

SECTION IV  
COMPENSATION



Maricopa County

Human Services

**A. COMPENSATION**

1. Subject to the availability and authorization of funds for the explicit purposes set forth below, County will pay the Subrecipient compensation for services rendered as indicated in the following subsections.
2. Contractor 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).

**B. METHOD OF PAYMENT**

1. 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:
  - a. invoices and copies of checks showing payment of invoices and/or
  - b. timesheets showing hours worked on eligible activities.
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 incorporated in this Agreement (Attachment B).

**C. TIMELINESS**

Subrecipient will submit Requests for Reimbursements to the County at least quarterly, provided whenever Subrecipient has expended at least \$1,000. Subrecipient must seek reimbursement of expenditures within the same fiscal year in which the expenditures are incurred. The fiscal year runs July 1 through June 30 and all Requests for Reimbursement shall be submitted no later than July 10th for the preceding year.

**D. REIMBURSEMENT**

The County shall provide financial assistance in an amount up to five hundred sixty-eight thousand seven hundred eighty dollars (\$568,780) 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.

**E. FINAL REIMBURSEMENT UPON CONTRACT TERMINATION**

- 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.
1. This request shall be submitted no later than 30 days after the termination date except as noted immediately below.
  2. If the termination date is between June 10 and June 30, the final reimbursement request shall be submitted by July 10.
  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 V  
ATTACHMENTS



Maricopa County

Human Services

**ATTACHMENT A****EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

During the performance of this contract, the Subrecipient agrees as follows:

1. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Subrecipient's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 8. The Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *provided*, that if the Subrecipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
  
- 9. The Subrecipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
  
- 10. The Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed.

\_\_\_\_\_  
Signature/Authorized City Official      Date

\_\_\_\_\_  
Subrecipient

**ATTACHMENT B****CERTIFICATIONS**

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the Subrecipient certifies that:

**Affirmatively Further Fair Housing** -- The jurisdiction shall affirmatively further fair housing, take appropriate actions to overcome the effects of any impediments identified in the Maricopa County Analysis of Impediments to Fair Housing, and maintain records reflecting actions taken this regard.

**Anti-displacement and Relocation Plan** -- It shall comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

**Drug-Free Workplace** -- It shall or shall continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that shall be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
  - (a) The dangers of drug abuse in the workplace;
  - (b) The grantee's policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. 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 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee shall -
  - (a) Abide by the terms of the statement; and
  - (b) 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;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) 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 Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
  - (a) 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
  - (b) 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;

- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

**Anti-Lobbying** -- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. The jurisdiction understands that: a.) submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code and b.) 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.

To the best of the jurisdiction's knowledge and belief:

- 1. No Federal appropriated funds have been paid or shall be paid, by or on behalf of it, 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 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 shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the jurisdiction shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- 3. It shall require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all sub awards at all tiers including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all Subrecipients shall certify and disclose accordingly.

**Consistency with plan** -- The activities to be undertaken with CDBG funds are consistent with the strategic plan.

**Section 3** -- It shall comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

\_\_\_\_\_  
Signature/Authorized City Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed/Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Subrecipient Name

### 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 CFR 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, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 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 grantee certifies are designed to meet other community development needs having a particular 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 guaranteed loans during program year(s) 2018, 2019, 2020 (a period specified by the grantee 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;
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 which 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 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

**Lead-Based Paint --** Its notification, inspection, testing and abatement procedures concerning lead-based paint shall comply with the requirements of 24 CFR §570.608;

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

\_\_\_\_\_  
Signature/Authorized City Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed/Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Subrecipient Name

**APPENDIX TO CERTIFICATIONS****INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:**

- A. Lobbying Certification
- B. Drug-Free Workplace Certification
  1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
  2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
  3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
  4. Workplace identifications must include the actual address of buildings (or parts of buildings); or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
  5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
  6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

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

The certification with regard to the drug-free workplace is required by 24 CFR Part 24, subpart F.

7. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent Subrecipients not on the grantee's payroll; or employees of Subrecipients or subcontractors in covered workplaces).

ATTACHMENT C

MARICOPA COUNTY HUMAN SERVICES DEPARTMENT - URBAN COUNTY CDBG PROGRAM  
REIMBURSEMENT FORM - SERVICES, HOUSING, OTHER ACTIVITIES THAT SERVE A LIMITED POPULATION

Invoice Date: \_\_\_\_\_ Reimbursement Request: \_\_\_\_\_  
 Organization: \_\_\_\_\_ DUNS #: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

FOR MCHSD USE ONLY		
Allocation Encumbered		Previously Expended:
Balance	\$0.00	Prev. Balance:

PROJECT NAME \_\_\_\_\_  
 PROJECT GOAL: \_\_\_\_\_  
 ACCOMPLISHMENTS: \_\_\_\_\_

FY 2018/2019 Project: \_\_\_\_\_ IDIS: \_\_\_\_\_  
 DEADLINES: Project Start: \_\_\_\_\_ (date), Milestone1: \_\_\_\_\_, Milestone2: \_\_\_\_\_, PROJECT COMPLETE: \_\_\_\_\_

PROJECT							
Date	ACTIVITY	PROJECT BUDGET	ACTIVITY BUDGET	PRIOR INVOICES TO MCHSD	THIS INVOICE TO MCHSD	BALANCE	OTHER FUNDING
				\$0.00	\$0.00	\$0.00	
				\$0.00		\$0.00	
				\$0.00		\$0.00	
<b>TOTALS</b>		\$ _____	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Income, Race, and Ethnicity Data: (To be completed for all construction invoices and all invoices for provision of services.)

Data below is for: Unduplicated Persons:   X   Unduplicated Households:      (choose one)

All Persons / HH	Total	Total 0-80%	0 - 30%	31 - 50%	51 - 80%	Over 80%
This Month	0	0				
Year to Date	0	0				
Project Start to Date	0	0				

Note: Total for 0 - 80% must equal total for Race/Ethnicity, below.

Race / Ethnicity	THIS MONTH		YEAR TO DATE		PROJECT START TO DATE	
	Total	Total Hispanic	Total	Total Hispanic	Total	Total Hispanic
White						
Black/African American						
Asian						
American Indian/Alaska Native						
Native Hawaiian/Other Pacific Islander						
American Indian/Alaska Native & White						
Asian & White						
Black/African American & White						
Am. Indian/Alaska Native & Black/African Am.						
Asian / Pacific Islander						
Other Multi-Racial						
<b>Total</b>	0	0	0	0	0	0
Female Headed	0		0		0	

[ ] This is the final reimbursement request for this project. The subrecipient considers this project to be complete.

The authorized signature below certifies that the subrecipient has complied with the requirements of the CDBG program, the Maricopa County Human Services Department, the project's funding agreement, and has submitted all required reports.

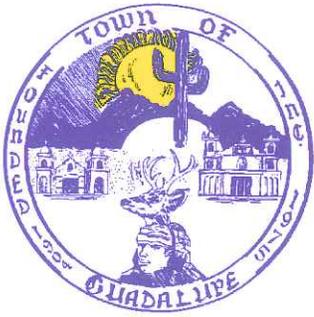
_____ CITY / TOWN / AGENCY AUTHORIZED SIGNATURE	_____ DATE	_____ PROJECT COORDINATOR	_____ DATE
_____ CITY / TOWN / AGENCY AUTHORIZED SIGNATURE	_____ DATE	_____ ASSISTANT DIRECTOR	_____ DATE

**Regular Council Meeting  
August 9, 2018  
Agenda Item: G4**

## Residential Refuse Services Policy

Councilmembers may consider an action plan and timeline to move from one recycling and one trash pick-up service per week to two trash pick-up services per week.

<b>Step / Task:</b>	<b>Timeline:</b>	<b>Outcome:</b>
Survey Residents: Mailer and On-line survey	August 20-31, 2018	Measure community support or opposition to service change
Report Survey Results, Service Options and costs	September 13, 2018 Town Council Meeting	Town Council considers survey results, service information and may provide direction.
Council Decision: Continue recycling	No further action	Continued service – no change
Council Decision: Move to 2 trash services per week	September 14 – October 11, 2018	Begin service transition
a) Inform County Environmental Services and Arizona Dept. of Environmental Quality of service change	September 17-21, 2018	Formally inform entities of change and discontinue variance via letter to both.
b) Collect blue lid containers	September 24-28, 2018	Discontinue curbside recycling service
c) Locate recycling roll off at Town Maintenance Yard	September 24-28, 2018	Begin voluntary recycling service at Town Yard
d) Begin curbside twice a week trash service	October 1, 2018	Begin new service
e) Update Waste Management Contract	October 11, 2018 Town Council Meeting	Town Council considers approval of new contract reflecting revised services. Present fourth amendment of contract is valid through 2020. Original contract approved in early 2002



# Town of Guadalupe

9241 South Avenida Del Yaqui ♦ Guadalupe, Arizona ♦ 85283-2598 ♦ Phone: (480) 730-3080

August 1, 2018

FOR IMMEDIATE RELEASE

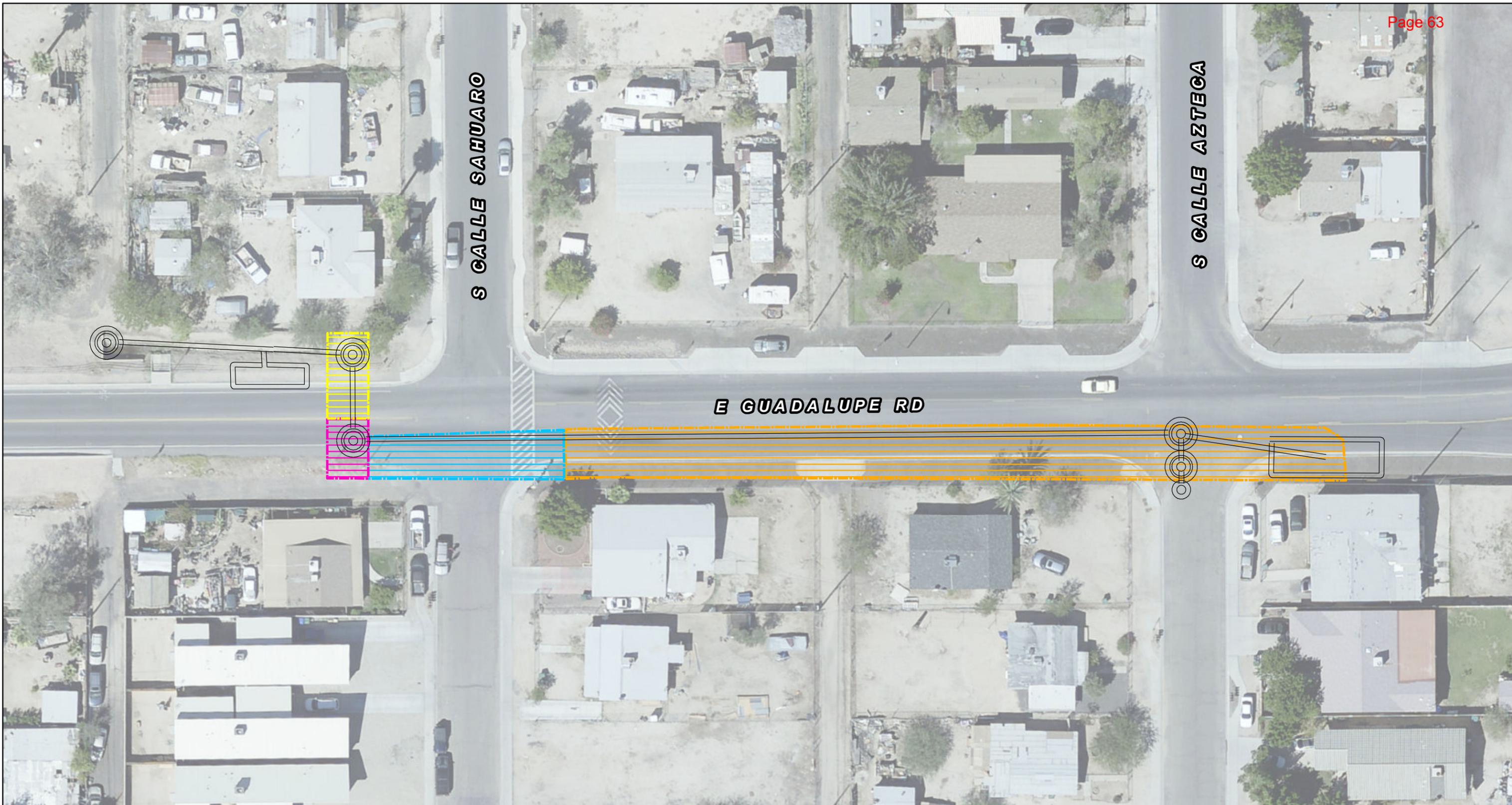
## GUADALUPE ROAD STORM DRAIN IMPROVEMENT PROJECT BEGINS

Guadalupe, AZ – Guadalupe Road will be under construction from Avenida del Yaqui to the I-10 overpass for a storm drain installation beginning on August 1 through September 28. East and westbound lanes on Guadalupe Road will remain open throughout the duration of the project. However, from August 30 through September 7, traffic will experience periodic delays due to flagged traffic control.

This improvement replaces an aging drainpipe under Guadalupe Road to relieve and reduce nuisance storm water runoff and street flooding along Guadalupe Road and adjacent neighborhood streets. This \$468,000 grant funded project is a partnership between the Town of Guadalupe and the Flood Control District of Maricopa County. For more information about this project please contact the Town of Guadalupe at (480) 730-3080.

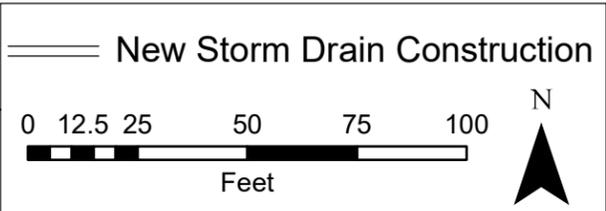
**Contact:**

Jeff Kulaga  
Town Manager  
Tel. 480-730-3080



**Traffic Control:**

-  Two travel lanes (one in each direction); Calle Azteca Closed (resident access only) South Calle Guadalupe to North Calle Barbarita. Aug 1st to Aug 24th (24 days)
-  Two travel lanes (one in each direction); Calle Sahuaro closed (resident access only) South Calle Guadalupe to North Calle Barbarita. Aug 25th to Sept 3rd (10 days)
-  One travel lane with Flagged traffic control. Sept 4th to Sept 7th (4 days)
-  One travel lane with Flagged traffic control. Sept 8th to Spet 12th (5 days)



*Exhibit A - Calle Guadalupe Storm Drain Improvement Project 2018*